

SPENCER COUNTY FISCAL COURT

Fiscal Court Meeting Room
28 East Main Street

Monday, June 17, 2019

7:00pm **Fiscal Court** **Meeting Agenda**

Opening prayer

- A. Pledge of Allegiance to the U.S. Flag and the Kentucky state flag
- B. Call to Order by the County Judge Executive
- C. Roll Call by the County Clerk
- D. Approval of Minutes from Prior Court Meetings
- E. Communications from Citizens, *** 3 minute limit ***
- F. Communications from County Judge Executive
 - 1. special meeting scheduled 6/21/2019, 9am
 - 2. Donation from Lowes
- G. Communications/reports from Members, Other Offices, and Committees
 - 1. Zoning, readings and recommendations
 - 2. Parks & Rec committee report
 - 3. Veterans Committee report
 - 4. Solid Waste/109 Board report, grant funds request
 - 5. Buildings & Grounds committee report
 - 6. Animal shelter committee report
 - 7. Telecommunications committee report
 - 8. Equipment Committee
 - 9. Jailer, court security
- H. Old Business
 - 1. maintenance roof repair bid results: Craftsmen Contractors and Brownstone Roofing
 - 2. Telecommunications Spectrum franchise
 - 3. Sheriff dept:
 - a) sheriff radios sealed bid results: J&N Electronics
 - b) sheriff canopy proposal
 - c) surplus cages, lights
- I. New Business
 - 1. Earthquake insurance renewal option

2. proposal to change personnel policy
3. repair quote for damages to sheriff vehicle vs deer
4. Road bond for Briarhurst
5. Review and approval of expenditures, purchases, invoices & transfers
6. Executive Session – personnel
pursuant to KRS 61.815 and 61.810(1)(f) for the purpose of “discussions or hearings which might lead to the appointment, discipline, or dismissal of an individual employee, member, or student without restricting that employee's, member's, or student's right to a public hearing if requested. This exception shall not be interpreted to permit discussion of general personnel matters in secret”.

J. Adjournment

ANNOUNCEMENTS, COMMUNITY EVENTS and TRAINING OPPORTUNITIES

KACO Leadership Institute classes

Legislative Process - June 18 in Cave City
Economic Development - July 18 in Morehead
Government Assets - July 23 in Cave City
County Government 101 - July 25 in Frankfort
classes also available in other Ky cities

KCJEA/KMCA Joint Summer Conference

June 25 - 28
Marriott Griffin Gate, Lexington

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

SPENCER COUNTY FISCAL COURT
FISCAL COURT MEETING ROOM
28 EAST MAIN STREET
MONDAY, JUNE 17, 2019, 7:00 PM
MINUTES

Opening prayer

A. Pledge of allegiance to the U.S. and Kentucky flags

B. Call to order

The meeting was called to order by the County Judge Executive

C. Roll Call

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

D. Approval of the minutes from the June 3, 2019 Fiscal Court meeting

- Motion made by Esq. Beaverson, seconded by Esq. Brewer, with all members of the Court present voting "aye", it is hereby ordered to approve the minutes from the June 3, 2019 Fiscal Court meeting with any corrections being made.

Page 1, E1, insert "pay" on line 7 between the words "to" and "for."

Page 35, top of page, Esq. J. Moody voted "nay" on Ordinance 9.

Page 41, Item 6, Esq. Travis, Esq. M. Moody and Esq. J. Moody voted "nay."

E. Communications from Citizens *3-minute limit*****

1. Mr. Roy Legaspi came before the Court to comment that at the previous meeting he was taken back by the amount of money that was approved the software for financials of the county. He said that he had been in business for over 28 years in finance, and he knew what accounting software cost. He remarked that in a such a small county, such as Spencer, and the small amount of financials that need to be done, he said that spending \$40,000.00 was way overboard. He said that even though services were not required to be bid out, he thought that the Court had the responsibility to perform due diligence and look at payroll software and how easy it was to upload. He gave the example of ADP, and said it was easy to create financials. He said that the County's obligations when it was extrapolated out, for the period with the fees, was \$3,500.00 per unit per laptop. He said that someone suggested it came to \$240,000.00, which he said was a lot of money for software for a county the size of Spencer. He said that only three or four people were going to use the software.

2. Mr. Rick Wilson, a resident of Elk Chase subdivision, came before the Court to say that he appreciated the Court's discussion about the condition of the roads in his subdivision. He said when he moved there three years prior, he thought that there was a bond on the road and that the road would be taken over by the County. He said that he understood that it was an issue, and he understood it was a money problem, but he appreciated the Court thinking about the issue, and he thanked the members of the Court who voted in favor of the County taking over the roads, and he asked that the members who did not vote in favor of the ordinance to think about the issue further. He said that he loved the County but it was disheartening to think that they would have roads like they had in the big counties, and then run into a problem like this. He said he understood that it was something that could be fixed in the future, but it was something that needed to be fixed from the past.

F. Communications from County Judge Executive

1. There was a fatality yesterday on the wash over bridge on Old Heady Road. He said he thought the Court would join him in offering condolences to the family. He said it was just another example of the dangers of driving through flooded roadways. He said that there was another vehicle overcome by flood waters on Hoagland Hill Road, with no injuries. He said there was also damage to the bridge over Plum Creek on Hochstrasser which temporarily closed the bridge. He went on that there was some damage to Waterford Park from flooding. He said he wanted to offer a huge thank you to EMS, Emergency Management, Spencer County Fire Department, the Sheriff's office, surrounding emergency responders who helped on that effort, and backed them up. He said he wanted to thank Scot Heath, in particular, the ABC administrator, who operates a drone business, who was very helpful with him bringing out his drone to use for the search and rescue effort. The Judge said that he had a drone picture of the Hochstrasser bridge also.

2. He said that they installed the lights on field two of Ray Jewell Park and it was complete. He said that planning was underway for a dedication ceremony, and he would keep the Court posted on that.

3. The Ethics Commission had three vacancies and he said he would have recommendations for the Court to fill those vacancies at their July 1st meeting and he had been working on that.

4. Spears Drive FEMA project.
He said they were obtaining the proper easements to move that project forward. He said that the County Attorney had been deeply involved with that and Esq. M. Moody had been involved as well.

5. There was a special meeting that he had called for on Friday, June 21st, for two things. He said he might add some things to the agenda, but he wasn't sure. It would be for the purpose of having the second reading of the budget, as he said that he had explained to the Court, due to a timing issue, and the issue of employee pay rates.

6. Fiscalsoft will be providing a windows-based server which should be installed within the next two weeks. Karen and Doug were already working with the software, preparing for the conversion to the new software, which would happen, officially, on July 1st.

7. Letter that he had written to Lowes, for a donation to the EMS office, for some folding chairs.

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

1. Zoning.
There were no readings.

2. Parks and recreation committee.
The Judge reported that they had completed the lease with the baseball association, but he still had not gotten a signed lease from the soccer association, and that they needed to complete that. He again said that they had some damage at Waterford Park, stripping the mulch from around the playground, and that there was some debris. Esq. Brewer asked the Judge if he had contacted the soccer association president and the Judge responded that he had not, and that he might need Esq. Brewer's help on that.

3. Veteran's committee report.
Esq. Brewer said that there was nothing to report. The Judge said that he was working on a donation for which a request that had been made.

4. Solid waste/109 report.
The Judge said that there were some grant funds that were requested and the information was in the packet. Esq. Travis said that he had attended a conference in Frankfort last week and he found out that as a 109 Board, they needed to advertise their meetings in the newspaper, and take minutes at the meetings. He said that Karen Spencer was going to place the advertisement in the paper of the meeting dates. He said that they would meet the second Tuesday of each quarter. Esq. Travis said that Karen Spencer, at Recycling, applied for grant money for certain items and it was okayed to the state that they

would receive that in the amount of \$62,910.00. The application was supposed to be back to them today, Monday, June 17th, but he and Karen called them today, because they were not going to meet until tonight, and they said it would be okay if they got the request back to them in the next couple of days. The Judge said that the request did require his signature as County Judge, and Esq. Travis said that Karen would get his signature on the document, if it was okay. The Judge said that he generally asked for approval from the Court on this. Esq. Travis said that Karen had applied for one new baler, which was okayed, 3 fourteen-foot pull-behind trailers, and 6 mesh box holders, which were placed at businesses for them to put their cardboard in. 2 other mesh boxes and 2 new recycling trailers that were placed at different places were also requested. He said that this was approved by the state, so the Court needed to approve this tonight and get the Judge's signature.

- Motion made by Esq. Brewer, seconded by Esq. Travis, to approve the grant fund request. The Judge said that he thought the motion was to authorize him to sign the grant request, and Esq. Brewer said that was correct. Discussion ensued regarding the "in-kind" match from the County. The Judge said that one baler was not working and asked Esq. Travis the estimated cost of repairs. Esq. Travis said the estimated cost of repairs was around \$1,400.00. Karen Spencer came before the Court to tell them she had requested that the "1988 model" baler, for aluminum cans, be replaced. The Judge asked her what they were going to do with the existing baler, and Ms. Spencer said that they were going to sell the old baler, and fix the paper baler with the proceeds from the sale. The Judge said that he had reservations about this, and he would like to see what could be worked out on the new garbage contract. The Judge said that Ms. Spencer had not discussed the grant in detail with him. The Judge wanted to know if Ms. Spencer had a plan in place for the 3 fourteen-foot trailers. Ms. Spencer said they would go to the body shops so that they would not have to make pick-ups every day. Discussion continued. Esq. J. Moody remarked that the whole thing was a total waste of the taxpayer's money. Esq. Travis said this was a matter of the government offering a service, and that they would not make money from this service. He said it was costing the County approximately \$25,000.00 per year, and they were saving tons and tons of debris from going to landfills. Esq. J. Moody said nobody knew the actual cost of recycling, not the Treasurer, the Judge, he or anyone else. Esq. J. Moody asked how much money recycling brought in and Esq. Travis said that Karen gave them reports and the cost to the County was Karen's salary. The Judge said he was concerned with the cost to taxpayers, and he thought recycling was a good thing so he was interested to see what could be worked out with a new contract with a garbage hauler. He said that he and former Esq. Moore, had spent a considerable amount of time on this issue and he thought that they could negotiate a countywide recycle pickup and cut the County's expense of operating a recycle center. Esq. Travis said that their contract with Rumpke was up in December of 2020, that they had a year and one-half left on the contract. He asked if they were going to shut down the recycling center, and Esq. J. Moody said that they could reopen the contract with Rumpke. Esq. Travis said that he felt they needed to wait until the contract was finished to negotiate the possibility of curbside recycling. Esq. J. Moody said that he had spent time at the recycling center and was told to stay out of the issue, and there had been a heated discussion over it. He said that he had visited Anderson County and he said that the way Spencer County was operating was antiquated. Esq. Travis asked Ms. Spencer how much she got from a ton of cardboard and how much, per month, she collected. She said they collected around 2 tons per day. Esq. J. Moody asked the Treasurer how much money had been brought in by recycling thus far this year and he said around \$11,000.00. Esq. J. Moody said that this was not good business and he again said that they could re-open the contract with Rumpke. Esq. Brewer asked how long they were required to keep any equipment they obtained through a grant and Ms. Spencer said they would be required to keep the equipment for a full year and then they were free to do

whatever they needed to do with it. Discussion continued about providing services. Esq. J. Moody argued that EMS and the Sheriff's department were services that needed to be expanded, no matter if they cost money. He said people were moving to the County from Jefferson County and said it was only a few years prior that one of the biggest drug rings was operating out of Spencer County. Esq. M. Moody asked Ms. Spencer if they were collecting 2 tons per day of cardboard, and Ms. Spencer replied that was what they were starting to do now. She said that it had really picked up. Esq. M. Moody said that if they were collecting 2 tons of cardboard daily, they should have brought in \$41,000.00. She said that they had to take off shipping fees, and Esq. M. Moody said that figure was just in sales, but that they had only brought in \$11,000.00. Ms. Spencer said that she had figured \$23,000.00 in sales. Esq. M. Moody said that only \$11,000.00 made it into the treasury, and asked what happened to the rest of it. Ms. Spencer said that she had turned in \$23,000.00, and that is what she had reported. Esq. M. Moody asked the Treasurer what had happened to the rest of the money and Doug Williams said the only thing that he had was \$11,613.00 deposited for the past 11 months. The Judge said that a lot of the discussion they were having should have taken place long before they had sat down at this table. Discussion continued regarding when the reports were done and the actual costs related to recycling. Esq. M. Moody asked why they could not open up discussion with the garbage company now, and the Judge said that he did not see any reason why they couldn't. The Judge said that he thought that the County needed to coordinate their garbage contract with the City, just like what he and Magistrate Moore had found out in Anderson County, and that would be worthwhile. Esq. M. Moody asked the Judge when he intended to do that and the Judge said that he intended to turn it over to the Solid waste committee. The Judge said that he appreciated what Esq. J. Moody had done, but the issue was that Esq. J. Moody had called and set up an appointment with one of the garbage haulers, and his issue was not that he had told Esq. J. Moody to stay out of it, but that it needed to work through the committee, and he welcomed his input. Esq. M. Moody said any Magistrate had the authority to talk to vendors, and the Judge said that he was correct, but it was not good to go out as an individual and act on your own outside of the Fiscal Court or the committee. Esq. M. Moody said that he disagreed, and if a Magistrate thought that something needed to be looked at, he should look at it and bring it back to the Court rather than talking about it meeting after meeting. Roll call on the motion to have the Judge sign the grant request: Esq. Beaverson "aye", Judge Riley "nay" Esq. Travis "aye" Esq. J. Moody "nay" Esq. Brewer "aye" Esq. M. Moody "nay". Motion fails. Discussion ensued regarding the repairs to the baler.

- Motion made by Esq. Travis, seconded by Esq. M. Moody to reopen negotiations with any garbage contractor and the City, to renegotiate a contract to include recycling. Discussion ensued with the Judge saying he would like to see the committee to work with the City on the contract and Esq. Travis saying that they had received no help from the City thus far, and that they had not attended any committee meetings. The Judge said that he thought what they really needed to do was not open up negotiations, but that they needed to develop what the bid specs were, so when they put this out for bid, it was clear what their intentions were and that needed to work in conjunction with the City, so he would vote no on that. Discussion continued. Roll call vote on the motion: Judge Riley "nay" Esq. Travis "aye" Esq. J. Moody "aye" Esq. Brewer "aye" Esq. M. Moody "aye" Esq. Beaverson "aye." Motion carries.

5. Buildings and grounds.

Esq. Travis reported that he, the Judge, Randy Bush and the Clerk were looking for a place to do passports. He said that he had talked to the Post Master at the Post Office, and he said that this would be in addition to the Post Office as federal law said they had to process passports. He said that if the County Clerk did this, it would be in a second spot that people could get passports. He said that this was

not uncommon. He said that they found a place Randy says that he could put a 2 by 4 wall in the area over by the elevators and put a secure door for \$600.00 and drywall both sides, paint it and put a door in and lock it. He said and then we could have a room to put a camera and a printer and a laminating machine to go in there. He said that he would like the Court to approve Randy to go ahead and spend up to \$600.00 to put that wall in and get this thing started, and the Clerk is okay with it. Esq. J. Moody asked how much money it would bring in and the Clerk responded that Anderson County brought in around \$25,000.00 from passports. She said they received \$25.00 per passport plus \$15.00 per photo for the passport or for a concealed carry permit. Esq. J. Moody asked how many passports that the Post Office was processing. Discussion ensued with Esq. J. Moody asking if it was going to make money or cost money. The Judge said that He was absolutely in favor of the Clerk issuing passport applications and doing the photos. His question was where, and he asked the Clerk if she had researched the equipment that was needed such as the camera, the printer and the cutters and all that and asked if the Clerk had an idea what the cost would be and the Clerk responded that she didn't know that Esq. Travis was going to bring this to the Court tonight, so no, she did not know the costs involved. The Judge said that he was in favor of it, but not necessarily in favor of building a room by the elevators. He said that he thought that they first needed to understand the cost of the equipment that was needed, and he assumed that the Clerk would research that and bring that to them. He said that he would like to see, and he had seen where they did it at the Post Office, and he didn't think they needed a room, that he thought that there was plenty of room back in the deed room for a place to take photos and to put that equipment. He said that he would have to take a look at the equipment that she's proposing, to see if there is room. And if there is not, at the end of the day, he was in favor of building a room. He said that he was not in favor of building a room, and then look into what the cost of the equipment would be. He said he believed it was a money maker, and could bring in significant amounts of fees for photographs. He said once the cost of the equipment was, he could make a better judgement on where to put it. He said if they had to build a \$600.00 room back by the elevators, then so be it. Esq. Travis said that he and the Judge had gone to the Post Office that week and they had gone to the Court house and looked at the room and he wanted to know why the Judge was balking now. The Judge said that he and Esq. Travis had gone into the Deed room and the Judge had shown him a couple places that the Judge believed would work fine for that. Esq. Travis said that he and the Clerk had discussed the Deed room, and he believed that the Clerk had the final say because that was part of her office. The Judge again said that he and Esq. Travis had gone to the Post Office and that they did not have a special room. Esq. Travis said that they had a special room that was locked. The Judge said it was not a room, but a hallway. Discussion continued with Esq. Travis suggesting the Clerk research the equipment needed to process passport applications. Esq. J. Moody again said that he wanted to know how much money it would bring in, saying you couldn't build a building without figures and the cost of the equipment. Esq. J. Moody said they knew the cost of the room and wanted to know if there would be someone in the room all the time or if they would come in the Clerk's office if they wanted a passport. The Judge said that before he would support Randy building a room, he wanted to know what equipment is needed and he said that he was sure that if the Clerk had not already researched this, that she could do so, and he asked the Clerk to do the research. He again said that the Post Office used a hallway, just a hallway with a screen they pulled down. He said the Circuit Clerk took a person's photograph in basically the hallway, and he didn't think that kind of space was needed. He said that at the end of the day, when they looked at the equipment, and analyzed it, and said that she needed more room for that, so be it, and build the room. The Clerk agreed to research the equipment needed to process passports. Esq. Beaverson asked that the information be placed in their binders.

The Judge handed out bids for the roof at the Animal Shelter that he said were not in the Magistrate's packets. He said that they also had gotten some bids for the roof at the Senior Citizen's Center. He said that he wanted the Building and Grounds committee to evaluate the bids and talk to the vendors and

bring back a recommendation to the Court. He said that the prices looked really good with one being \$17,500.00. He said that here wasn't enough detail, and Randy was going to try to get more details. He said that he understood the bid included putting down a vapor barrier insulation, new metal, but he did not know what gauge of metal. Discussion ensued regarding the replacement of the roof with Esq. Travis saying that the metal could be reused after the vapor barrier insulation was installed, but Esq. Brewer saying that he was concerned that if the metal was reused, the metal may leak. If the contractor replaced the metal and it leaked, the contractor would be responsible, so they usually wanted to replace the metal with new. Discussion continued with the comment that quotes were not comparable. Esq. Beaverson suggested that specific guidelines be given to each vendor so that they could compare apples to apples. The Judge said that is why he wanted the committee to take this up and talk to the folks.

6. Animal shelter committee report.

Esq. Travis said there was the roof, which they had already discussed.

7. Telecommunications

The Judge said that committee consisted of Esq. M. Moody, Esq. Beaverson, Eric Cecil and Jim Hodge. The Judge said that they had been given and signed a franchise agreement with Bardstown Cable. He said they had the same thing from Spectrum. The Judge asked Esq. M. Moody if he had spoken with Jim Hodge, and Esq. M. Moody said that he had not heard a thing about it. The Judge said that he had spoken with Jim Hodge that day, and they did have a contract for Spectrum. Esq. Beaverson asked that the item be placed on the agenda for the next meeting, and the Judge said that Mr. Hodge had just dropped the contract off that morning. The Judge went on that Linda Ain, the go-to attorney on these issues, had looked it over, and Jim Hodge had looked it over, so the Judge wanted Esq. M. Moody and Esq. Beaverson to call a committee meeting and get Eric Cecil involved, and Esq. M. Moody said that he would like to see a copy of the contract first, before they did anything. The Judge said that he would get him a copy and they would probably find the contract acceptable. The Judge said that he could report that they had moved to the twenty-first century in his office and that they had fiber now. The Judge said that they had installed fiber in the County Attorney's office, they were going to install fiber in the Fiscal Court room, the Sheriff's office, Planning and Zoning, the Occupational Tax office. He said that he was working with Randy White on this. He said that the Clerk was looking to get a fiber line in her office and he asked the Clerk if she had her own IT person. She replied that she did not. The Judge said that he recommended that the Clerk engage her own IT person, because AT&T could put the line in. He said it happened over in Becky's office. AT&T put the line in. The Judge said when they put it in his office, he had Randy White there the next day to actually hook it up, and he had to get on the phone and talk to AT&T and work out all of the details of making it work. He said that Becky did not have that, and he strongly recommended that if the Clerk was going to have fiber put in that she have an IT person there that can make sure that all the bugs are worked out. He said he didn't know if the Clerk was capable of talking her way through it with AT&T engineers, or whatever, but he highly recommended that she have an IT person otherwise she may be very frustrated that her connection may not be working. Esq. Brewer asked if Randy White was an IT person for the County. The Judge responded that he was but that Randy was Custom Solutions, that had a contract with the County to supply their computers. Esq. Brewer asked whose computers, and the Judge replied not the Clerk's computers. He said that was outside Custom Solutions contract, but he was sure Randy White would be happy to come over there and oversee that, but it would be something over and above their contract. The Judge asked the Clerk if she wanted him to have Randy White contact her and it would be an expense over and above their contract, and the Clerk replied that she would take care of the issue.

8. Equipment committee.

Esq. J. Moody said that they had one wrecked Police car. Esq. J. Moody suggested that they total the car out and take the insurance money on it. It had 159,000 miles on it and had been wrecked once before. He said it was at the point of costing the County money to operate the car. Esq. J. Moody said that with

the insurance money from the wrecked vehicle, he thought that they had enough money to purchase two new vehicles for the Sheriff's department. Esq. J. Moody mentioned the used radios for the Sheriff's department and the Judge said that item was coming up later on in the meeting. The Judge said that there were two estimates of the repairs for the wrecked vehicle.

Date: 6/10/2019 02:25 PM
 Estimate ID: 18715
 Estimate Version: 0
 Preliminary
 Profile ID: * Daugherty's Bodysh

Daugherty's Body Shop Inc.

910 Taylorsville Rd., Taylorsville, KY 40071
 (502) 477-9896
 Fax: (502) 477-1296
 Email: paul@daughertysbodyshop.com, Bruce@daughertysbodyshop.com
 Tax ID: 32-036-8612

Damage Assessed By: JOE COLEMAN
 Classification: None

Deductible: UNKNOWN
 Route VIR: N

Owner: SPENCER CT SHERIFF

Mitchell Service: 911379

Description: 2012 Dodge Charger R/T
 Body Style: 4D Sed Drive Train: 5.7L Inj 8 Cyl 5A RWD
 VIN: 2C3CDXATXCH172205
 OEM/ALT: O Search Code: None
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
 FOG LIGHTS, ALUM/MALLOY WHEELS, REMOTE IGNITION, TIRE INFLATION/PRESSURE MONITOR
 AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY
 HIGH INTENSITY DISCHARGE HEADLIGHTS, LEATHER STEERING WHEEL, SATELLITE RADIO
 CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, AUTO AIR CONDITION
 FIRST ROW BUCKET SEAT, UNIVERSAL GARAGE DOOR OPENER, CLOTH SEAT, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT
 ELECTRONIC STABILITY CONTROL, FRONT HEATED SEATS, KEYLESS ENTRY SYSTEM
 REAR BENCH SEAT, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Information Labels</u>							
1	101830	BDY	REMOVE/REPLACE	Inform Label Emission Control	ORDER FROM DEALER	6.00	
2	101836	BDY	REMOVE/REPLACE	Inform Label Belt Routing	ORDER FROM DEALER	6.35	
3	101835	BDY	REMOVE/REPLACE	Inform Label Brake Caution	ORDER FROM DEALER	14.35	
4	101832	BDY	REMOVE/REPLACE	Inform Label A/C Refrigerant	ORDER FROM DEALER	d10.10	
<u>Special/Manual Entry</u>							
5	900500	BDY *	ADD'L LABOR OP	REPLACE LABELS	Existing		0.2*
<u>Front Bumper</u>							
6	100863	BDY	OVERHAUL	Frt Bumper Cover Assy			1.7 #
7	101794	BDY	REMOVE/REPLACE	Frt Bumper Cover	68092596AA	369.00	INC #
8		REF	REFINISH	Frt Bumper Cover			C 2.5
9	101796	BDY	REMOVE/REPLACE	L Frt Bumper Bracket	57010286AC	13.70	INC #
10		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC #
11	102431	BDY	REMOVE/REPLACE	Frt Bumper Impact Absorber	57010464AA	150.00	INC
12	102339	BDY	REMOVE/REPLACE	Frt Bumper Shield	68092604AA	135.00	INC
<u>Grille</u>							
13	101475	BDY	REMOVE/REPLACE	Grille	68104033AA	387.00	0.2 #
<u>Special/Manual Entry</u>							

ESTIMATE RECALL NUMBER: 06/10/2019 14:25:24 18715
 Mitchell Data Version: OEM: MAY_19_V

Software Version: 7.1.236

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SPENCER COUNTY
F25 PG313

9

Date: 6/10/2019 02:25 PM
Estimate ID: 18715
Estimate Version: 0
Preliminary
Profile ID: * Daugherty's Bodys

Line	QTY	UNIT	DESCRIPTION	Part #	Price	Notes
14	900500	MCH*	ADD'L LABOR OP	TRANSFER GRILLE LIGHTS		Existing 1.0*
<u>Front Lamps</u>						
15	100818	BDY	REMOVE/INSTALL	R Front Combination Lamp		INC #
16	101481	BDY	REMOVE/REPLACE	L Frt Combination Lamp Assembly	57010411AE	307.00 0.1 #
17		BDY	CHECK/ADJUST	Headlamps		0.4
<u>Hood</u>						
18	102037	BDY	REMOVE/REPLACE	Hood Panel (Alum)	68089361AB	1,050.00 2.2
19		REF	REFINISH	Hood Outside		C 2.8
20		REF	REFINISH	Add For Hood Underside		C 1.4
<u>Front Fender</u>						
21	101634	BDY	REPAIR	R Fender Panel	Existing	3.0* #
22		REF	REFINISH	R Fender Outside		C 1.8
23	101635	BDY	REMOVE/REPLACE	L Fender Panel	55113585AB	290.00 1.9 #
24		REF	REFINISH	L Fender Outside		C 1.8
25		REF	REFINISH	L Add To Edge Fender		C 0.5
26	101640	BDY	REMOVE/REPLACE	R Fender Liner	68083029AH	94.00 0.4
27	101641	BDY	REMOVE/REPLACE	L Fender Liner	68083029AH	94.00 INC
<u>Front Inner Structure</u>						
28	101623	BDY	REMOVE/REPLACE	Frnt Body Upper Tie Bar (Com)	88142202AA	442.00 2.8 #
29		MCH	REMOVE/REPLACE	Add To R&R Mechanical Components	-M	0.5 #
30		REF	REFINISH	Upper Tie Bar		1.5
31	101622	BDY	REMOVE/REPLACE	L Frt Body Cover Plate	5182337AA	28.80 INC
<u>Air Cleaner</u>						
32	101703	BDY	REMOVE/REPLACE	Lwr Air Cleaner Duct	68240431AA	94.70 0.3
<u>Front Door</u>						
33	100003	REF	BLEND	R Frt Door Outside		C 1.0
34	100768	REF	BLEND	L Frt Door Outside		C 1.0
35	100750	BDY	REMOVE/INSTALL	R Frt Rear View Mirror		INC #
36	100751	BDY	REMOVE/INSTALL	L Frt Rear View Mirror		INC #
37	100752	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding		INC #
38	100753	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding		INC #
39	101582	BDY	REMOVE/INSTALL	R Frt Door Applique		1.3 #
40	101583	BDY	REMOVE/INSTALL	L Frt Door Applique		1.3 #
41	100760	BDY	REMOVE/INSTALL	R Frt Otr Door Handle		0.3 #
42	100761	BDY	REMOVE/INSTALL	L Frt Otr Door Handle		0.3 #
<u>Additional Operations</u>						
43		REF	ADD'L OPR	Clear Coat		3.1*
<u>Special/Manual Entry</u>						
44	900500	BDY *	REMOVE/REPLACE	FENDER AND DOOR DECALS	Sublet	1.00 * 0.0*
45				WILL ADJUST ESTIMATE OFF OF INVOICE		
46	900500	MCH*	ALIGN	4-wheel alignment	Sublet	79.95 * 0.0*
<u>Additional Costs & Materials</u>						
47			ADD'L COST	Paint/Materials		626.40 *
48			ADD'L COST	Hazardous Waste Disposal		5.00 *

* - Judgment Item
- Labor Note Applies
d - Discontinued by the Manufacturer
C - Included in Clear Coat Calc

Remarks
ADDITIONAL DAMAGE MAY BE FOUND AFTER DISASSEMBLY

ESTIMATE RECALL NUMBER: 06/10/2019 14:25:24 18715
Mitchell Data Version: OEM: MAY_19_V

Software Version: 7.1.236

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Page 2 of 4

Date: 6/10/2019 02:25 PM
 Estimate ID: 18715
 Estimate Version: 0
 Preliminary
 Profile ID: Daugherty's Bodysh

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary	
Units	Rate	Add'l Labor Amount	Sublet Amount	Totals		Amount	
Body	16.4	50.00	0.00	820.00	T	Taxable Parts	3,493.40
Refinish	17.4	50.00	0.00	870.00	T		
Mechanical	1.5	80.00	0.00	199.95	T	Total Replacement Parts Amount	3,493.40
Taxable Labor				1,889.95			
Labor Summary				35.3			1,889.95
III. Additional Costs				Amount	IV. Adjustments		Amount
Taxable Costs				631.40	Customer Responsibility		0.00
Total Additional Costs				631.40			
Paint Material Method: Rates Init Rate = 36.00 , Init Max Hours = 99.9, Add'l Rate = 0.00							
I. Total Labor:						1,889.95	
II. Total Replacement Parts:						3,493.40	
III. Total Additional Costs:						631.40	
Gross Total:						6,014.75	
IV. Total Adjustments:						0.00	
Net Total:						6,014.75	

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

DIRECTION OF PAY

I AUTHORIZE _____ TO PAY DAUGHERTY'S BODY SHOP

\$ _____ ON MY BEHALF.

 VEHICLE OWNER'S SIGNATURE

 DATE

 "Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of

ESTIMATE RECALL NUMBER: 06/10/2019 14:25:24 18715
 Mitchell Data Version: OEM: MAY_19_V

Software Version: 7.1.236

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JIM WILLIAMS BODY SHOP, INC.

100 ELK PARK DRIVE, TAYLORSVILLE, KY 40071

Phone: (502) 477-2632

FAX: (502) 477-2633

Workfile ID: d3ebc4b7
Federal ID: 83-2290687

Estimate

RO Number: 3856

Customer:	Insurance:	Adjuster:	Estimator:	Jim Williams
THE SPENCER COUNTY SHERIFF		Phone:	Create Date:	6/10/2019
		Claim:		
		Loss Date:		
(502) 477-3200		Deductible:		

2012 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Electronic Fuel Injection

VIN:	2C3CDXATXCH172205	Interior Color:	Mileage In:	Vehicle Out:
License:		Exterior Color:	Mileage Out:	
State:		Production Date:	Condition:	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER						
2	E01	Remove/Replace	O/H front bumper				2.7	Body	
3	E01	Remove/Replace	Bumper cover w/o adaptive cruise	1	290.00	A/M	0.0	Body	3.2
4	E01		Add for Clear Coat						1.3
5	E01	Remove/Replace	LT Cover support	1	13.70	OEM	0.0	Body	
6	E01		FRONT LAMPS						
7	E01	Remove/Replace	LT Headlamp assy w/o HID	1	250.00	A/M	0.4	Body	
8	E01	Remove/Replace	Aim headlamps				0.5	Body	
9	E01		RADIATOR SUPPORT						
10	E01	Remove/Replace	LT Sight shield	1	28.60	OEM	0.0	Body	
11	E01	Remove/Replace	Closure panel	1	135.00	OEM	0.0	Body	
12	E01		Refinish Components						1.0
13	E01	Remove/Replace	Radiator support	1	376.00	A/M	1.0	Body	0.0
14	E01	Remove/Replace	Evacuate & recharge				1.4	Body	
15	E01	Remove/Replace	Refrigerant recovery				0.4	Body	
16	E01		HOOD						
17	E01	Remove/Replace	Hood (ALU)	1	651.00	A/M	1.5	Body	3.0
18	E01		Add for Clear Coat						1.2
19	E01		Add for Underside(Complete)						1.5
20	E01	Remove/Replace	LT Hinge	1	73.50	OEM	0.3	Body	0.3
21	E01		Add for Clear Coat						0.1
22	E01		FENDER						
23	E01	Remove/Replace	LT Fender	1	211.00	A/M	1.6	Body	2.0
24	E01		Overlap Major Adj; Panel						(0.4)
25	E01		Add for Clear Coat						0.3

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Recr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-core, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structure

Estimate

RO Number: 3856

2012 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Electronic Fuel Injection

26	E01		Add for Edging						0.5
27	E01	Remove/Replace	RT Fender liner	1	72.00	A/M		0.3	Body
28	E01	Remove/Replace	LT Fender liner	1	72.00	A/M		0.0	Body
29	E01	Repair	RT Fender					3.0	Body
30	E01		Overlap Major Adj. Panel						(0.4)
31	E01		Add for Clear Coat						0.3
32	E01		FRONT SUSPENSION						
33	E01	Remove/Replace	Cover Car	1	10.00	Other			
34	E01	Remove/Replace	Wheel alignment align front wheels			OEM		1.2	Mech

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					2,182.80
Labor, Body			50.00	13.1	655.00
Labor, Refinish			50.00	15.9	795.00
Labor, Mechanical			80.00	1.2	96.00
Material, Paint					540.60
Subtotal					4,269.40
Sales Tax					0.00
Grand Total					4,269.40
Net Total					4,269.40

Estimate Version	Total \$
Original	4,269.40

Insurance Total \$:	4,269.40
Received from Insurance \$:	0.00
Balance due from Insurance \$:	4,269.40

Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00

.....
Vehicles will no longer be released without payment/payment
arrangement with this facility or a copy of a insurance company/your
supplement(s).
.....

NOTICE

INSURANCE CHECK, PERSONAL CHECK, OR CASH IS PREFERRED TO PAY FOR REPAIRS

.....
2.5% FEE WILL BE ADDED TO AN ESTIMATES TOTAL IF A CREDIT CARD USED.
.....

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, LPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Reccr = Recored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Discussion ensued regarding the repairs to the wrecked vehicle. Esq. J. Moody said that he thought that there may be more repairs necessary and that the accident occurred with an off-duty office driving home to Shelby County. The Judge said that he didn't think that was relevant to the issue. Esq. J. Moody said that the main thing was that he was not hurt. Esq. J. Moody said that when the vehicles were approaching 150,000 to 160,000 miles, they probably needed to be taken off the road. Discussion continued. The Sheriff said that if they took that car out of commission, and only purchased him one new one, he would be one car short. Esq. J. Moody asked the Sheriff how many cars were sitting around the Court house. The Sheriff said that there were several and that they were all being used. The Sheriff said that he didn't have a bunch of cars stashed away. He said that they were down to one extra car that had 187,000 miles on it. Mr. Gary Day interjected that today, they were using a car with 191,000 miles on it. Gary Day said that the Sheriff had no choice, that it was the only car he had. Esq. J. Moody commented that he thought that there was enough money, and the Sheriff said that if there was enough money to buy him 2 new Ford Explorers, that was what he needed. The Sheriff said that if they could fix the wrecked car and use it a little longer, they could then turn it over to transport. He Sheriff said he could possibly get another two years out of the vehicle, and Gary Day said one more year. The Judge then asked the Sheriff if he had ordered his new Ford Explorer and the Sheriff said that he had. The Judge wanted to know when the vehicle would be ready and the Sheriff replied that he was told that they did not know. The Sheriff said that when he had left the Judge's office, he had ordered the vehicle within the next ten minutes. Esq. J. Moody said he thought that the vehicle would be ready in October. The Sheriff said that he was tickled and pleased that Fiscal Court was going to buy him the vehicle and said that Mr. Moody had asked him where it was going to stop, and the Sheriff had replied that it was not going to stop, he said it was not going to stop. It was going to keep on, keep on, keep on. The Sheriff said that he had two guys he was going to be sending to the Academy, one in October and one in November, and when they got out, there would be nothing for them to drive. The Judge said that it was painfully obvious that there was a need for upgraded vehicles for several people. Esq. J. Moody asked the Sheriff how much money had been brought in from the surplus sales, and how much had been spent from those funds. The Sheriff said he didn't have the information with him. The Sheriff recounted the cost of the van and the new Ford Explorer. The Sheriff said that the proceeds from the military surplus and the insurance money came to a little over \$100,000.00. The Sheriff then reminded the Court that he cut the salary cap by \$108,000.00. He said that they had done their part. Esq. J. Moody said that if the Sheriff would get the figures for him, he didn't see why they couldn't buy him two new vehicles in addition to the new vehicles that he had just ordered. The Judge said that his intention was to get the Sheriff the reliable vehicles that he needed and repurpose his existing vehicles for other uses, for example, the Jailer's vehicle which had 179,000 miles on it. He said that the Jailer's vehicle would be a great choice to give to Randy Bush, or to the Parks department. Esq. J. Moody clarified that the Jailer's vehicle would not be used for any runs, basically for transport, so the vehicle did not need to be police certified. Esq. J. Moody said that they could obtain a late model four door vehicle with low miles to be used to transport prisoners. Gary Day and the Sheriff said that the Jailer needed a truck. The Sheriff said that the Jailer had assisted him and that the Jailer needed a four-wheel drive truck, that it didn't hurt a thing, and with the soil conditions, the Sheriff wanted to see him have a truck. Esq. M. Moody asked the Sheriff if he was telling the Court that the Jailer needed a four-wheel drive truck. The Sheriff said he didn't need it all the time, but he thought that there needed to be one

in the fleet of the Jailer's. Esq. M. Moody asked if a Sheriff's deputy couldn't get a prisoner up to the road when someone was arrested. The Jailer interjected that some of the deputies were driving Dodge Chargers and they couldn't even do it and he had gone to the scene with the City and state and he drove up the driveway. Esq. M. Moody asked how they had operated for the last fifty or seventy-five years. The Sheriff asked Esq. M. Moody if he was suggesting they go back seventy-five years. Esq. M. Moody said he was asking how they did it and the Sheriff responded they did it one way and now they could do it a better way. Esq. M. Moody asked the Sheriff if the Court room security officers were still driving the vehicles home at night. The Sheriff responded that there were only two being driven home. Esq. M. Moody asked why the vehicles were being driven home at night. The Sheriff responded that there had been times when they came out at night and transported prisoners. Esq. M. Moody asked if they were fresh arrests. The Sheriff responded that not here lately. Esq. M. Moody asked if they had transported fresh prisoners since the first of the year and the Sheriff responded that since the first of the year, they had. Esq. M. Moody asked if every court security drove a vehicle home at night and the Sheriff said no, most of the court security personnel drove their own personal vehicle to work. Esq. M. Moody asked if the vehicles were not being driven home at night, why were there no vehicles at the Sheriff's office at night and the Sheriff responded that there were only two vehicles and they were being driven home at night by the court security personnel. Esq. M. Moody said he didn't know why the vehicles were being driven home and that he was under the impression that court security personnel were not going to have drive-home vehicles. The Sheriff said that he had never made that promise. Esq. M. Moody said that he must have heard wrong. The Sheriff said he didn't know where Esq. M. Moody had gotten that because he had never made that promise. Esq. M. Moody asked the Sheriff if he thought that was the most efficient was to handle County assets and the Sheriff said that for no further than those vehicles were being driven, he thought it was the best way to handle them. The Sheriff said that they were in a driveway and they were more secure in the driveway than they were sitting by the Sheriff's office. Discussion continued with the Sheriff saying that there were four or five court security office who were working part time and driving their personal vehicles. Esq. M. Moody said that if the vehicles were not being driven home, it would free up vehicles for the Sheriff's department. Esq. Brewer said that the vehicle in question, the wrecked vehicle, he asked if that was being used by a person who was driving home. The Sheriff responded that it was, he had just gotten off duty, he works at 6:00 am in the morning, and he was driving home to Bagdad. He said that he said many times if he needed an officer, he didn't need to come all the way to Taylorsville and get a car and then come all the way back to where the scene was. He said that he needed him to be able to respond, that was a very minor situation and he couldn't help that a deer ran out in front of him. The Sheriff said that if he wanted to start pointing fingers, he would ask why they had not put a guard on the front of that car too? He said that they did not know what was going to happen down the road. The Sheriff said he appreciated the guards put on the trucks and he thought that over time they would save the County money. The Sheriff said that in his opinion, if they had put a deer guard on the wrecked vehicle, it would still be driven today. The Judge said that he thought that they were going to have to get the Sheriff the vehicles that he needed, and he told the Sheriff that he commended him by coming in there and lowering the salary cap by over \$100,000.00, and the Sheriff said \$180,000.00. The Judge said that he thought that was commendable. The Judge said that he didn't think the Sheriff was out there trying to find ways to frivolously spend a bunch of money. He said that he had to have safe vehicles. The Judge said that he didn't think it was a safe thing having the Jailer out there transporting prisoners, he thought someone would disagree with him, having 180,000 miles on his vehicle. He thought that it was time that the Jailer to get a repurposed vehicle. The Sheriff

said that he didn't have a problem with one of his trucks that he rotated out, being given to the Jailer. The Sheriff said they could then give the Jailer's truck to Randy; he didn't have a problem with that. The Judge asked the Court if it sounded reasonable to take one of the Sheriff's vehicles be repurposed for the Jailer and the Jailer's vehicle be repurposed for Randy or the Parks. The Sheriff interjected that Gary Day did a heck of a job keeping his vehicles in tip-top shape. Esq. J. Moody remarked that the way they were transporting prisoners was completely different than the way it was being done in the past, and asked if he was correct. The Sheriff said that he couldn't talk to that because he wasn't privy to what had happened in the past. The Sheriff said all fresh arrests were hauled by the Jailer or one of his deputies or the arresting officer, be it the State Police or the City of Taylorsville if no one was available. The Sheriff said one of his deputies, he's not paid, William McKinney, was a special deputy and he had been helping the Jailer haul prisoners, to give the Jailer some relief. The Sheriff said you could not expect any man to run 24/7. He said that he came out all hours of the night, and the Sheriff did too, but a lot of nights the Sheriff got to stay in bed because he had a deputy working, the Jailer did not have any deputies. The Sheriff said that they needed to work out way for his transport officers could transport the Jailer's prisoners or the Court was going to have to get him some help. The Sheriff said that he didn't want to fight the Jailer's battles for him. Esq. J. Moody asked if the court room security only had authority in the court room or on the grounds and the Sheriff replied that was correct. The Sheriff explained the difference between the court room security personnel and the transport personnel. Esq. J. Moody asked if the court room security personnel had take-home vehicles and the Sheriff said that they did not, he said the two people who had take-home cars did transport and court room security.

Jailer Melvin Gore came before the court to explain the court that there were two types of transports; fresh arrests, which was what the police did such as a DUI or domestic. Then there were two court room security officers, sometimes three, they did court transports, they transported prisoners to and from jail. The Jailer said that he had explained this to the court members in an email he had sent them. He said that he and the Sheriff had worked out so that the Sheriff was doing the court room transports and the Jailer was doing the fresh arrests. The Jailer said that the way he wanted to work it out was for him to have some deputies so he could get a day off, or to go with him if he had a female or if there was a combative person, it took more than one officer. He said that anytime there were more than two prisoners, there needed to be two officers. The Jailer said that his plan was to hire two deputies and still use William McKinney sometimes as well. He said that the trade off would be for him to still help the Sheriff with transports. The Jailer said that he would need one more vehicle, but not a take-home vehicle. The Judge said that there was some question on what a court security officer could do. The Judge referenced KRS 70.280.

70.280 Court security officers -- Duties -- Prohibited conduct.

- (1) A certified court security officer shall be charged with the following duties:
 - (a) Attending sessions of any court of the Court of Justice in the county in which he or she is sworn;
 - (b) Keeping order in the courts;
 - (c) Providing security services to the courts within the court facility or immediate area of the court facility;
 - (d) Guarding prisoners during court appearances;
 - (e) Serving warrants and other court papers on individuals physically present in the courtroom;
 - (f) Transporting prisoners;
 - (g) Arresting and taking individuals into custody who are in the court facility or immediate area of the court facility, or while transporting prisoners; and
 - (h) Service of process and other papers relating to civil matters on individuals physically present in the courtroom.
- (2) A certified court security officer shall not:
 - (a) Go outside the immediate area of the court facility in which he or she is providing security services to make an arrest or take an individual into custody, except when transporting prisoners;
 - (b) Patrol the roads, streets, or highways;
 - (c) Issue traffic citations, except to enforce parking regulations around the court facility; or
 - (d) Perform general law enforcement duties outside that of providing court security.

Effective: June 26, 2007

History: Created 2007 Ky. Acts ch. 54, sec. 10, effective June 26, 2007.

15.310 Definitions for KRS 15.310 to 15.510, 15.990, and 15.992.

As used in KRS 15.310 to 15.510, 15.990, and 15.992, unless the context otherwise requires:

- (1) "Basic training course" means the peace officer or court security officer basic training course provided by the Department of Criminal Justice Training or a course approved and recognized by the Kentucky Law Enforcement Council;
- (2) "Certified court security officer" means a court security officer who is certified under KRS 15.380 to 15.404;
- (3) "Certified peace officer" means a peace officer who is certified under KRS 15.380 to 15.404;
- (4) "Certification" means the act by the council of issuing certification to a peace officer or court security officer who successfully completes the training requirements pursuant to KRS 15.404 and the requirements set forth within this chapter;
- (5) "Council" means the Kentucky Law Enforcement Council established by KRS 15.310 to 15.510, 15.990, and 15.992;
- (6) "Court security officer" means a person required to be certified under KRS 15.380(1)(c) and who is charged with the duties set out in KRS 70.280;
- (7) "Department" means the Department of Criminal Justice Training of the Justice and Public Safety Cabinet;
- (8) "Fire investigator" means a professional firefighter, as used in KRS 95A.210, who has been appointed to be a fire investigator and to exercise peace officer powers under KRS 95A.100, or a deputy fire marshal who has been appointed to be a fire investigator and to exercise peace officer powers under KRS 227.220;
- (9) "Law enforcement officer" means a member of a lawfully organized police unit or police force of county, city or metropolitan government who is responsible for the detection of crime and the enforcement of the general criminal laws of the state, as well as sheriffs, sworn deputy sheriffs, campus police officers, law enforcement support personnel, public airport authority security officers, other public and federal peace officers responsible for law enforcement, and special local peace officers licensed pursuant to KRS 61.360;
- (10) "Peace officer" means a person defined in KRS 446.010, or a fire investigator appointed to exercise peace officer powers under KRS 95A.100 or 227.220;
- (11) "Secretary" means the secretary of the Justice and Public Safety Cabinet; and
- (12) "Validated job task analysis" means the minimum entry level qualifications and training requirements for peace officers in the Commonwealth based upon an actual survey and study of police officer duties and responsibilities conducted by an entity recognized by the Kentucky Law Enforcement Council as being competent to conduct such a study.

Effective: January 1, 2019

History: Amended 2018 Ky. Acts ch. 128, sec. 1, effective January 1, 2019. -- Amended 2013 Ky. Acts ch. 22, sec. 9, effective June 25, 2013. -- Amended 2007

Discussion ensued regarding the transport of prisoners, court security personnel and what they were allowed to do. The Judge said that there was one school of thought that said that court security officers could not transport a fresh prisoner, but the way he read the statute, KRS 70.280 (1) (f) said the court security officers could transport prisoners. The Judge said that he had kept asking the question at what point is someone a prisoner and he kept getting the answer that when they were placed under arrest that they were in custody and they were a prisoner. He said why couldn't a court security officer that was transporting inmates from the jail to the court, and they were certified and were fine with doing that, they were transporting from the court to the jail, they had arrest powers only within the court room or while in the process of transporting a prisoner, to say that they are not qualified all of a sudden to transport from the Sheriff's office to the jail, he said that he didn't understand that. The Jailer said that was not saying that they were not qualified, but he had spoken with two attorneys, one of them being the County Attorney, and they had both given him the same opinion, and a third attorney, which was an AOC officer which had come to Spencer County, and the Judge replied that was

not in the context of what they were talking about. Jailer Gore said that the magistrates had had conversations with him also, and he said that he (Jailer Gore) could do transports. Jailer Gore said that he could not go out of state to transport a prisoner because it was out of his jurisdiction. He said that the court room security's jurisdiction was the court house, and that they could transport a prisoner to and from the jail. He said that was why is there was an out of state transport, the Sheriff had to go. The Jailer said that it wasn't because they were not qualified, but that it wasn't their jurisdiction. Esq. Travis asked if the KRS specifically said jurisdiction, and the Jailer said that the way AOC explained it to him, the way Rich Ornstein and Ken Jones had explained it was that the court security's jurisdiction was the court house and while they were doing that transport. The Jailer said that every line in the law talked about court room. They said that while they were waiting for an Attorney General's opinion, the Sheriff and the Jailer were working extremely well together. The Jailers asked the Judge if he was going to come out on the two days he didn't want to work anymore. The Judge said no, but he was working with McKinney, and the Jailer said McKinney would not come out after 9:00 at night. Esq. Brewer said that from the several conversations he had had with several Sheriff's departments and a few lawyers, Melvin was exactly right. Esq. Brewer said that if they allowed a court security person to transport a fresh arrest, they were setting themselves up for a lawsuit. The Judge asked him on what basis and Esq. Brewer said on the basis of the KRS. Discussion continued with the Judge saying that they were not going to iron all this out tonight. The Judge said that they needed to go ahead and order another Explorer.

- Motion made by Esq. J. Moody, seconded by Esq. Travis, with all members of the Court present voting "aye" except Esq. Beaverson, who voted "nay" it is hereby ordered to order a second Ford Explorer for the same price as the first.

IMS2 CNGP530 VEHICLE ORDER CONFIRMATION

Page 2 of 2

VIRTC1DP

05/07/19 11:32:34
Dealer: F47660
Page: 2 of 2
Price Level: 020

CNGP530
==> 2020 EXPLORER 4-DOOR

Order No: G00B Priority: H1 Ord FIN: KA710 Order Type: 58 Price Level: 020
Ord Code: 500A Cust/Flt Name: SPENCER CO. PO Number: RETAIL

SP DLR ACCT ADJ
SP FLT ACCT CR
FUEL CHARGE
B4A NET INV FLT OPT NC
DEST AND DELIV 1095

TOTAL BASE AND OPTIONS 40320
TOTAL 40320
THIS IS NOT AN INVOICE
TOTAL PRICE EXCLUDES COMP PRICE ALLOW

F1=Help F2=Return to Order F7=Prev
F4=Submit F5=Add to Library F3/F12=Veh Ord Menu
S099 - PRESS F4 TO SUBMIT F9=View Trainers

QC05695
VIDP0054 2,6

Page 2

BCF Price 36,933.20
 Govt. Price - 2800.00
 Concession
 (Current) 34,133.20

- Motion made by Esq. J. Moody, seconded by Esq. Travis, with all members of the Court present voting "aye" except Esq. Beaverson who voted "nay" it is hereby ordered to order the same equipment package from L&W Emergency Equipment that had been ordered for the first vehicle.



L & W Emergency Equipment
250 East Court Street
Lawrenceburg, KY 40342
Phone # (502) 839-6334
www.lwemergencyequipment.com

Estimate

4/26/2019	5140
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Spencer County Sheriff's Office
18 East Main Street
Taylorsville, KY, 40071

Description	Qty	Rate	Total
2020 FORD UTILITY - MARKED LIGHT BAR	1	1,350.00	1,350.00
Whelen Justice 49" LED Light Bar	2	89.40	178.80
Whelen MCRNT - LED Grille Lights	2	89.40	178.80
Whelen 10NW - Installed in Headlights	2	79.40	158.80
Whelen SFFF16 Utility Headlight Flasher	1	94.00	94.00
Whelen Veretx - Installed in Tail Lights	2	23.40	46.80
Whelen SAK44 Speaker Bracket	1	196.40	196.40
Whelen SA31SP Siren Speaker	1	395.00	395.00
Whelen 2955LSA6 Siren/Switch Box	1	379.00	379.00
Fenix Fusion Rear Deck Light - Back Window	1	412.00	412.00
Jotto Desk 425-6478 Utility Console	1	36.05	36.05
Jotto Desk 425-3704 Cup Holder	1	89.00	89.00
Jotto Desk 425-6411 Arm Rest	1	687.30	687.30
Setina 10-RP Recessed Panel Partition	1	62.30	62.30
Setina 2 Piece Lower Extension Panel	1	469.00	469.00
Setina 12-V5 Rear Partition	1	795.00	795.00
Setina PB-450L4 Push Bumper with 4 10N's	1	39.00	39.00
Antenna and Lead	1	650.00	650.00
Full Graphics Package 1	1	300.00	300.00
FREIGHT	1	150.00	150.00
Shop Materials / Plugs / Wire / Connectors / Breakers / Fuses	1	1,100.00	1,100.00
Install Labor - Utility	1		
Subtotal			\$7,758.45
Sales Tax (0.0%)			\$0.00
Total			\$7,758.45

Discussion ensued with Esq. Beaverson saying that he didn't think that they were doing the taxpayers any favors by not having this type of item on the agenda. Esq. J. Moody said that it was sort of an emergency, and Esq. Beaverson said that if that was the case, then it should have been on the agenda. Esq. Travis said this was part of the equipment committee, that they were discussing. Esq. Beaverson said that he was not opposed to the purchase, just the procedure. The Judge said that the court wanted to hear the Jailer's proposal to hire deputies. The Jailer came before the court to propose hiring two deputies, a male and a female. He said that he wanted to pay them the same way that they had been paying them. He proposed to pay them \$40.00 on a contract basis, and he wanted them to have part time status and be paid \$10.00 per

hour in case they needed to go on a hospital detail. Discussion ensued between the Jailer and the Treasurer concerning contract versus per diem pay for each "run." The Jailer said that the rate per run was based on the mileage. Esq. Beaverson sked if there was a proposed transition plan for the Sheriff's budget and the Jailer's budget. The Jailer said that the Treasurer would have to address that, and he asked for clarification of the question saying that he did not know where the \$40.00 came from at present. Esq. Brewer said that he didn't think that there was anyone who could answer that question. The Treasurer said that currently the \$40.00 was a per diem rate coming from the Sheriff's budget, under court security/transports. The Treasurer said that there were not two separate line items for court security and transports. Discussion continued regarding where the funds for transports were currently being taken from, what items would be needed if two new deputies were hired, and what vehicles would be needed for the deputies. Training for the deputies was discussed.

Discussion turned to the equipment needed to equip the new deputies. The Judge wanted to know if it was entirely up to the Jailer to hire his deputies or if it was something that Fiscal Court needed to decide. Esq. Beaverson said that he was an elected official and it was up to him to hire his deputies. The Jailer said that he had sent the County Attorney his SOP to see if the County was okay with it. He said that his officers would follow the county's Administrative Code as well as his SOP.

- Motion made by Esq. M. Moody, seconded by Esq. Beaverson, with all members of the court present voting "aye", it is hereby ordered to allow the Jailer to hire one female and one male deputy at \$40.00 per transport run and \$10.00 on a part time basis for all other work pending background check and drug testing.

The Treasurer wanted to know if the Jailer's deputies were going to be paid out of the Jailer's budget or the Sheriff's budget. Discussion ensued with the decision being made to pay the Jailer's deputies out of the Sheriff's budget until the end of the calendar year.

H. Old business

1. maintenance roof repair bid results: Craftsmen Contractors and Brownstone Roofing Already discussed.

2. Telecommunications Spectrum franchise Already discussed.

3. Sheriff dept:

c) surplus cages, lights

6 Crown Vic 2005-2011

(1) 2011 Caprice

(1) 2012 Dodge Charger Vehicle Partitions

List under Fire and Police Equipment

I would list lights and partitions all together.

2 Pallets law enforcement or fire department purchase in the lights?

(7) Pole Lights, LED

(8) Light Bars, Most worked when removed from older Caprices & Crown Vic's (Shouldn't these be restricted to Law or Fire purchase only?)

Price \$1.00 starting no reserve, they need to go.

1 pallet for all the lights! You can check with Karen or the Judge but that's my opinion.


- Motion made by Esq. J. Moody, seconded by Esq. Travis, with all the Members of the Court present voting "aye", it is hereby ordered to order the above equipment surplus and dispose of it.

b) sheriff canopy

The Sheriff came before the court to propose to place the Sheriff's Command Center under a canopy to prevent it from rusting. He also said that the Coroner's van also needed to be under cover as well. The Sheriff did not have quotes, but rather wanted to bring it before the court to see if they were interested in pursuing it. The Sheriff said that he recommended to put the canopy on a concrete pad. Esq. Travis asked if storing the Command Unit at the Fish and Wildlife storage area might be an option and the Sheriff said that he doubted it because they contracted to use that. Esq. J. Moody said that he had found 3 tractors in the shed at the County Fairgrounds and wanted to know if the Sheriff could store the command center there. The Sheriff said that would be fine, and that he did not know where the Coroner wanted to park the van. The Judge said that he doubted that the Coroner would want to park her van at the County Road Barn. The Sheriff said that he wanted to get the trailer under cover because they were notorious for leaking. The Sheriff said that he wanted to transfer the trailer to the EMA Director and then he wanted to put the seals of all the agencies who would be allowed to use it on the side of it to show cooperation. He said that he had gone to two of the Fire Departments and they said that they would pay their portion of the carport. The Sheriff asked if the court wanted him to get prices on a carport, and on a concrete pad. The Sheriff said that he would like to locate the carport and pad near the EMS building. The Judge said that he wanted to have the Sheriff get with the Buildings and Grounds committee and go over it with them.

c) sheriff radios

The Judge said this was under old business as sealed bids. He said that he knew that Esq. Brewer had worked on this, looking at used equipment. The Judge said that he would like to move forward on this, but he was sure that he was not going to get agreement at the table tonight. He said they needed to move forward, that it was time, and that they needed to move forward with the radios. He asked the Sheriff if he were to prioritize this, where it would be. The Sheriff responded that he had told the court before that he would walk, if they had to, but he needed the radios. The Judge asked Esq. Brewer if he still wanted to pursue used radios and Esq. Brewer responded that he had asked that the item not be placed on the agenda because he was still working on it. The Judge said that they were talking about \$44,000.00 or so for new radios and the Sheriff said that he would prefer new radios, because whatever he got, they had to be reliable. He said that when you bought used you got nickel and dimes to death, and radios were not something that you needed to fail. He said that there was a serious, serious problem. He invited them to come out to an emergency scene and see them try to talk to Frankfort. The Judge said he wanted a motion to go ahead and purchase the new radios. Esq. Brewer said he asked for the item to not be on the agenda because he was not ready to move forward. The Judge said he was not ready to move forward with used equipment; he wanted to go ahead and move forward with the new. The Sheriff told the court to look at the amount of surplus they had sold, and Esq. J. Moody said yes, but that they were spending it. The Sheriff said yes, and he wanted them to spend it one more time. Esq. J. Moody said that out of respect to Esq. Brewer who had worked hard on this, to wait two weeks to address the issue. The Judge asked Esq. Brewer what he hoped to accomplish in two weeks and Esq. M. Moody said that he thought that Esq. Brewer might have additional information coming in, to which Esq. Brewer agreed saying that there were additional quotes that would be coming in. The Judge asked if they would be over \$20,000.00 and if they were, they would have to bid it. The Judge said that for the court to raise the ceiling on what needed to be bid, it would take an ordinance, and that they were delaying and kicking the can down the road on the radios, and he felt they needed to move forward on it. Discussion ensued regarding the amount of a purchase which would require getting bids. The Sheriff asked if they would be ready in two weeks. No action taken.

 I&N Electronics Incorporated
 PO Box 217
 Carrollton, KY 41008
 (502)732-6320

Estimate

Date	Estimate #
5/9/2019	2787

Name / Address
Spencer County Fiscal Court Tim Brewer 18 East Main Street Taylorsville, KY 40071

Item	Description	Qty	U/M	Rate	Total
4X-5200K2-L2M	Kenwood NX-5200K2-L2M portable radio package with radio, KNB-L2M battery, KRA-26M antenna, KSC-32 rapid charger, belt clip, and premium 3-year Kenwood warranty	34	UN	1,044.00	35,496.00
KY STATE CO	Kentucky State Contract price discount			-30.00%	-10,548.80
NX-5700	Kenwood NX-5700 mobile radio	29	UN	980.00	28,420.00
KY STATE CO	Kentucky State Contract price discount			-30.00%	-8,526.00
				Subtotal	544,741.20
				Sales Tax (6.0%)	50.00
				Total	544,741.20

Phone #
502-732-6320

I. New business

1. earthquake insurance renewal option.



KENTUCKY ASSOCIATION OF COUNTIES
ALL LINES FUND
400 Englewood Drive, Frankfort, Kentucky 40601
502-223-7667 • 800-264-5226 • Fax 502-875-8240 • www.kaco.org

2019-2020 Earthquake Renewal Quote

Member: Spencer County Fiscal Court

Limit: \$6,000,000

Deductible: \$25,000

TIV: \$8,477,467

19-20 renewal premium = \$8,053

Please indicate whether you would like to renew coverage,
sign, and return no later than June 10, 2019:

Yes

No

Signed _____

Date _____

- Motion made by Esq. Beaverson, seconded by Esq. Travis, with all members of the court present voting "aye", it is hereby ordered to authorize the County Judge to add an earthquake insurance to the County's current insurance.
2. proposal to change the personnel policy
- Discussion ensued regarding the changes that were being proposed with Esq. Travis saying that he had many more changes that he would like to be seen made. He said that he did not think that they were ready to move forward with the item tonight and that they may need to call a special meeting or hash it out over a period of time. The Judge said that he agreed. Esq. M. Moody said that he felt that they needed to move forward on the changes making it a mandatory drug test after any accident. Esq. M. Moody said that the County had people having accidents and that they were not being drug tested. Esq. M. Moody said that another needed change would be to have a written summary of any verbal warning should be included in an employee's file. Discussion continued. The Judge said that he had some questions on the drug testing. The Judge asked for clarification if the drug testing would be for any accident and Esq. M. Moody said that it would. The Judge said that he would think that a drug test was called for if there was probable cause. Esq. M. Moody said that he couldn't sit there and tell him who in the

room might be taking drugs, and the Judge and that he couldn't either. The Judge wanted to know what happened at 2 am in the morning, where Esq. M. Moody would suggest he be taken for a drug test. He gave the example of a road department worker pushing snow and that he would be tying up 2 workers who were trying to get snow off. The Judge explained the way he had handled drug testing in the past, giving his criteria that he followed. He said he asked if anyone was hurt, he did it in consultation with the supervisor, so it just wasn't him making the decision. He then said that he knew that Esq. M. Moody wanted to clamp down on him and allowing him any discretion, and he understood that. He again asked where someone would go at 2 in the morning. An Emergency Room was mentioned as a place to send the employee. The Judge said that would be a billable expense. The Judge asked Esq. M. Moody if he had researched the topic and talked to any Emergency Rooms. Esq. M. Moody said that he was sure there was someone who did drug testing 24 hours a day. Discussion continued. Esq. M. Moody said that another change were the consequences for using illegal substances. Discussion continued with Esq. M. Moody saying if someone was involved in an accident and was under the influence of illegal drugs/substances that he wanted to see that they were terminated and taken off the payroll because they were a liability. Esq. Travis said if the county was going to offer counseling for alcohol or prescription drugs, they needed to be fair and offer it to everybody for any drug. Esq. Travis asked who had come up with the changes and Esq. Brewer and Esq. M. Moody said they had been asked by the Judge to come up with the changes they thought needed to be made to the personnel policy and Esq. M. Moody said they had met and done so and these were the changes. Judge Riley asked Esq. M. Moody who had met and Esq. M. Moody said it was he, Esq. Beaverson and Esq. Brewer who had met with the County Attorney. The Judge said that he had no qualifications as a Human Resources person and he asked the members of the court if they had experience in Human Resources. Esq. M. Moody replied that they had common sense and if somebody was on drugs and tore something up, they needed to let them go. Esq. M. Moody asked the Judge if he had any medical training that he could look at somebody and ascertain if they were on drugs. Esq. M. Moody said that the Judge was the one making the decision to drug test or not. Esq. Brewer said that he had spoken with the Judge in the past and said that by making drug testing mandatory, they were relieving the Judge of having to make the decision solely, and it would make it easier on the Judge. The Judge said that he looked at the personnel policy and he had questions way beyond what they were discussing there. The Judge said that his made the case that they needed someone with Human Resource experience. Esq. M. Moody said that they needed people who would make decisions. Esq. Travis said that there were other things he would like to see changes as well. Esq. M. Moody said that those changes could also be made in the future. Esq. M. Moody said that the changes they were recommending were easy fixes that would make the county a safer place.

- Motion made by Esq. M. Moody, seconded by Esq. Beaverson to make the changes to the personnel policy as recommended by the Personnel committee. "Ayes" were Esq. M. Moody, Esq. Beaverson, Esq. J. Moody and Esq. Brewer. "Nays" were Judge Riley and Esq. Travis. Motion passes.

**SPENCER COUNTY
GOVERNMENT**

Personnel Policies and Procedures
Handbook
Adopted December 17, 2018

Welcome to Spencer County Government

Dear New County Employee,

Congratulations and welcome to Spencer County Government! We are delighted you are joining us.

In the next few weeks you will meet many coworkers, supervisors, and managers. Feel free to let them know what you need in order to accomplish your new responsibilities. You may refer often to the written information in this handbook. It will provide you with a resource that will help you make a smooth transition into your new role, but don't hesitate to ask your supervisor or personnel representative whenever questions arise.

The efforts and hard work of our retired and present employees have made Spencer County Government's record one of pride through service to all Spencer County citizens.

We are happy to have you on our team. We look forward to your contributions and to a long and successful relationship with you.

**Personnel
Policies**

At-Will Employment

The following policies have been developed to provide you with information concerning the philosophies and practices of Spencer County Government in personnel matters. These policies were effective as of January 1, 2019. Please read through these Personnel Policies, and discuss any questions you may have with your supervisor.

Employment by Spencer County Government is "at-will". Therefore, Spencer County Fiscal Court is not required to give any reason for relieving or terminating employees or positions. Spencer County Government supports Americans with Disabilities Act, Equal Employment Opportunity Commission, Older Americans Act, Civil Rights Act, and other applicable federal and state legislation, regulations and law.

I hereby understand my employment is an "at-will" basis and I hereby accept appointment of Spencer County Government I further understand that my "at-will" nature of employment may not be altered by any oral or written agreements, nor perceived as implied through conversations, policies, or any means whatsoever in or out of the workplace,

Verification of receipt and understanding of the at-will terms of employment:

Signature

Date

Name (Please Print)

Department

Witness

Date

Personnel Policies

Certificate of Receipt

The employee handbook describes important information about Spencer County Government, and I understand I should consult my supervisor regarding any questions not answered in the handbook. I have entered into my employment relationship with Spencer County Government voluntarily and acknowledge there is no specified length of employment. Accordingly, either I or Spencer County Government can terminate the relationship at-will, with or without cause, at any time so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are subject to change, I acknowledged revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand revised information will supersede, modify, or eliminate existing policies. Only the Spencer County Judge/Executive and Spencer County Fiscal Court has the ability to adopt personnel policies.

Deputy Sheriffs will come under the authority of the Sheriff's Standard Operating Procedures, in addition to this administrative code. The Sheriff's Standard Operating Procedures shall be on file in the Sheriff's office and Judge/Executive's Office. County Clerks Personnel will be regulated by the Clerk's Administrative Code, in addition to this administrative code. The Clerk's Administrative Code shall be on file in the Clerk's office.

Furthermore, I understand this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

I certify I have been through a complete orientation, received a copy of the Personnel Policies and Procedures, and have been afforded ample opportunity to ask questions about the policies and procedures of the Spencer County Government I understand it is my responsibility to be familiar with the contents of this manual

My signature affirms I completed the Spencer County Government orientation process. I agree to become familiar with the Personnel Policies & Procedures Handbook.

Signature

Date

Printed Name

Department

Witness

Date

Personnel Policies

**CERTIFICATION OF ACKNOWLEDGEMENT
DRUG & ALCOHOL-FREE WORKPLACE
POLICIES AND PROCEDURES**

I, the undersigned, acknowledge, and understand the policies and procedures as presented, I further acknowledge I have been presented a copy of the full policy and procedures regarding a drug free workplace, and I agree to follow all policies and procedures as set forth therein. I accept and understand that following these policies and procedures is a condition of my employment or my continued employment with the Spencer County Government.

Furthermore, I understand that these policies and procedures may be amended at any time.

Signature

Date

Printed Name

Department

Witness

Date

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CHAPTER 1: OBJECTIVES AND SCOPE**Section I: Purposes**

These personnel policies are adopted to provide for the recruitment, development and retention of the best employee for each position within the classified service of Spencer County Government.

These policies are intended to cover most personnel problems and actions which will arise. Those not specifically covered shall be interpreted by the Spencer County Judge/Executive, hereinafter referred to as the Judge/Executive. In no instance shall these policies supersede the Kentucky Revised Statutes.

Section II: Responsibility and Authority

- A. The responsibility and authority for the implementation and administration of these policies are vested in the Judge/Executive.
- B. The Judge/Executive may serve as the Personnel Officer or may designate a member of the Administrative staff as the Personnel Officer. If someone else is designated by the Judge/Executive, that person shall not have the authority to make policy decisions. The designee shall administer the Spencer County Personnel Policies and Procedures and develop recommendations for policy changes to present to the Judge/Executive and the Fiscal Court for their approval.
- C. In addition to other duties as set forth in these policies and procedures, the Judge/Executive shall ensure subsequent amendments or additions are communicated as follows:
 1. Immediately upon official amendment, the change(s) shall be written in a manner and format consistent with these policies and procedures; and
 2. A memorandum explaining the change(s) with the amendment attached shall be distributed to all personnel assigned custody of this handbook.

Section III: Equal Employment Opportunity

Spencer County Government, hereinafter referred to as the County, is an Equal Opportunity Employer and seeks to provide equal opportunity to all its employees and applicants for employment and to prohibit discrimination based on race, color, religion, gender, national origin, political affiliation, age, disability, or marital status.

The County promotes equal opportunity in matters of hiring, promotion, transfer, compensation, benefits, and all other terms, privileges and conditions of employment. The County ensures equal opportunities are available on the basis of individual merit and encourages all persons to seek employment and to strive for advancement on this basis.

Section IV: Scope of Coverage

The following Personnel Policies and Procedures, hereinafter referred to as Policies and Procedures, are applicable to all persons employed to positions at all levels in the County government, in which the Spencer County Fiscal Court, hereinafter referred to as Fiscal Court, approves payment of workers' compensation, insurance premiums, with the exceptions of the following:

- A. All elected officials;
- B. All members of boards and commissions;
- C. Consultants, advisors, and counsel rendering temporary professional services;
- D. Members of volunteer organizations; and
- E. Precincts Election Officers

Section V: Department Rules

These personnel policies do not prohibit Department Heads from issuing departmental rules or regulations provided they are not in conflict with these personnel policies, federal laws and regulations, state laws and regulations, or County ordinances and regulations.

Section VI: Severability

If any provisions of these personnel policies or any provisions of their subsequent applications are held invalid, such invalidation does not affect the remainder of these personnel policies or their applications.

Section VII: Disclaimer

Information included in these personnel policies is not intended to represent a contract, and may be changed by the Fiscal Court without notice.

Section VII: Effective Date

These personnel policies, adopted this ___ day of _____, _____, shall take effect on _____.

Section IX: Repealer

Any prior provision of the Spencer County Personnel Policies and Procedures, or any other Resolution or Order previously adopted by the Fiscal Court, which is in conflict with these Policies and Procedures adopted this ___ day of _____ is hereby Repealed, Remanded and held for Naught.

CHAPTER 2: EMPLOYMENT

Section I: Placement Policy

An appointment to a position shall be made only after the individual being considered is qualified for the position. This policy applies to new applicants, rehires, transfers, and promotions.

Subject to approval by the Fiscal Court, the Judge Executive shall make all appointments. The appointment shall state the name of the individual, position appointed, beginning wage, and beginning date of employment.

Section II: Methods of Filling Vacancies

Department supervisors shall notify the Judge Executive when vacancies occur or are imminent.

- A. **Promotions**: In considering the filling of a vacancy, current employees meeting job requirements shall be considered for the position after submitting a letter of interest. However, in the event the Department Supervisor determines the needs of the department are best accommodated by the employment of a person who is not a current employee, they may recommend hiring the non-employee in the best interest of the department.
- B. **Transfer**: It shall be the policy of the Judge Executive to consider filling vacancies by any current employee requesting a transfer. The Judge Executive, or designee, must determine the transfer is in the best interest of the department. Any employee being considered for transfer must be qualified for the position and complete a letter of interest.
- C. **Open Application Policy**: It shall be the policy of the Court to accept applications for employment during regular business hours. Should it be determined no current employee is qualified for promotion or transfer or a new hire is in the best interest of the department, the Personnel Committee may select from applicants on file. Public recruitment shall be in accordance with Announcements for Vacancies procedures.
- D. **Recruitment**: Should it be determined by the Personnel Committee that no current employee qualifies for promotion or transfer, and current applicants do not qualify or it would be in the best interest of the department to recruit externally, public recruitment of applicants or previous employees shall be considered in filling the vacancy. Public recruitment shall be in accordance with Section 4, Announcements of Vacancies.

Section III: Provisional Appointment

With the approval of Fiscal Court, a provisional appointment may be made to fill a vacancy until a qualified applicant is chosen. A provisional appointee's tenure shall terminate as soon as the temporarily appointed position is filled by a qualified person.

Section IV: Announcement of Vacancies

If recruitment is initiated, notices of employment opportunities shall be publicized via posting at the Judge Executive's office and the county government website at a minimum. Local publications, emails, and phone calls may also be used to provide interested and qualified persons notice of an opportunity to apply. Such notices shall:

- A. List the vacant position;
- B. Specify the job title; starting pay; the qualifications required; and the nature of work performed;
- C. Tell when and where to file for employment;
- D. Give further information deemed pertinent;
- E. Be posted at the entrance of the Fiscal Courthouse, on the county website, and other such places where eligible candidates might reasonable expect it to be located.

Section V: Application Form

- A. Applicants must apply on forms provided by the Court.
- B. Applications are considered active for twelve months.
- C. The application form is subject to change due to changes in state and federal laws.

Section VI: Qualification of Eligibility for Position

No person may be appointed to a position unless verified information on an Employment Application Form of internal Letter of Interest indicates qualifications for the position are met as set forth in the position specifications.

Qualifications of an applicant for a position shall be ascertained based on one or more of the following:

- A. Information the applicant supplies on the official employment form;
- B. Written, performance or physical tests or examinations, or any combination, which may be required by state statute or regulation;
- C. Personal interview;
- D. Information and evaluations supplied by references given by the applicant; and/or
- E. Other appropriate information as determined.

The Personnel Committee and/or Court reserves the right to conduct background investigations on applicants for employment.

Section VII: Reassignment

A department Supervisor may recommend reassigning an employee to a position in the same salary grade. (The Judge Executive must approve any reassignment.) A reassignment involving a level change must be approved by the Fiscal Court. The reassignment shall be recorded in the employee's personnel file. A reassigned employee must meet the minimum requirements for the new position.

Section VIII: Transfer

Any employee occupying an established position may request a transfer from one position to a comparable position by submitted a Letter of Interest to the Department Supervisor and Judge Executive if:

- A. The employee possesses the appropriate qualifications for the position;
- B. The employee is not serving an original introductory period; and
- C. The position is vacant.

All transfers will serve as a new introductory period. A transfer shall not result in an employee's pay rate or eligibility date for a pay increase. An employee must meet the minimum requirements of the position to which he is being transferred. The "Methods of Filling Vacancies" section also includes procedures for employee transfers. All transfers must be consistent with Fiscal Court objectives.

Section I: Employment Administration

- A. The Judge/Executive shall appoint all employees of the County with ratification of the Fiscal Court, when necessary.
- B. Each full-time and part-time position shall have a job description prepared by the responsible Supervisor or Department Head, approved by the Fiscal Court and filed with the Judge/Executive's office.
- C. The Judge/Executive shall inform the Fiscal Court at its next scheduled meeting of such temporary employment. Such temporary employment shall not be used to circumvent subsections A and B in this section.
- D. A personnel file shall be maintained by the Treasurer for each employee. It will contain all records applicable to the employee. It shall be the responsibility of the employee to provide for the personnel file any current information which may affect his/her job status, payroll deductions, benefits or other matters.

- E. For the purpose of administering benefits which do not have a stated employment year, each employee shall have an employment year from January thru December 31. Such benefits shall be prorated for the actual employment term of any initial employment prior to January 1.
- F. Any job openings which may come available with the County shall be posted to current County employees for five (5) working days and may be advertised in the local newspaper at the same time.
- G. Since the various departments of the County may have unique work schedules, each department will define its own work schedule.

Section II: Conditions of Employment

Nothing contained in this section of the County's personnel policies, including the successful completion of an initial probationary period, shall alter the 'at-will' employment status between the County and the employee. The employee or the County may terminate the employment relationship during or after the initial or probationary period for any lawful reason, or for no reason at all. A probationary period is defined as the first ninety (90) days from the hire date.

- A. Probationary Period
 - 1. While serving an initial probationary period, an employee may be dismissed at any time without right of appeal or approval of the Fiscal Court.
 - 2. Initial probationary period may be extended for a position by the Judge/Executive if it is deemed that a longer period of time is needed to learn the work and evaluate the effectiveness of the work performed. An initial probationary period extended for a position may be extended for no longer than three (3) additional months.
 - 3. If at any time during the initial probationary period the appointing authority determines that the services of the employee have been unsatisfactory or are no longer needed, an employee may be separated from his/her position without the right of appeal or Fiscal Court approval.
 - 4. Upon successful completion of the probationary period, the Supervisor shall make recommendation to the Judge/Executive, for his approval, that the employee continues in the classification to which he/she has been appointed. Upon the Judge/Executive's approval, the decision shall be ratified by the Fiscal Court.

Section III: Categories of Employment

The Judge/Executive is the appointing authority for all County positions of employment. On most occasions the Fiscal Court must ratify the Judge/Executive's appointment. Employees are appointed to one of the categories presented below:

A. Full-Time Position

A full-time position is one in which an employee successfully completes his/her three (3) month initial probationary period and maintains an average of at least thirty-seven and one-half (37.5) hours per week. If an employee has been working at least thirty-seven (37.5) hours per week in a position other than a full-time position and is placed in a full-time position, he/she may be granted, at the discretion of the Judge/Executive, credit for the time employed immediately prior to his/her new placement as a part or all of his/her introductory period. Full-time positions are eligible for all benefits. Note: Employees must successfully complete their initial probationary period to be eligible for participation in the County Employee Retirement System (CERS).

B. Part-Time Position

1. An employee who works more than one hundred (100) hours per month with a defined work schedule and defined duties must participate in the County Employee Retirement System (CERS) following his/her successful completion of the initial probationary period. The employee is eligible to participate in all County benefits except vacation time and sick leave, provided he/she pay as follows:
 - a) Health Insurance- 100% of the premium
 - b) Dental Insurance- 100% of the premium
 - c) Vision Insurance- 100% of the premium
 - d) Life Insurance- 100% of the premium
2. An employee who works more than one hundred (100) hours per month with no defined work schedule and/or duties must participate in the County Employee Retirement System (CERS) following his/her successful completion of the initial probationary period. He/she is not eligible to participate in the County's insurance programs, Section 125 Cafeteria Plan, Deferred Compensation Program, **FEBCO card** or jury duty leave.
3. An employee who works fewer than one hundred (100) hours per month shall not be eligible for the County benefits package other than those mandated by law.

C. Temporary Position

A temporary position is one designed to last no more than twelve (12) months. To qualify, an employee shall complete a three (3) months probationary period. Temporary positions are not eligible for the County benefit package other than those mandated by law.

D. Seasonal Position

A seasonal position is a temporary position and is designed for a particular time of the year. It is not expected to last longer than six (6) months. To qualify, an employee shall complete a three (3) month probationary period. Seasonal positions are not eligible for the County benefit package other than those mandated by law.

Section IV: Orientation of Newly Appointed Personnel

- A. An orientation shall be provided to all newly appointed persons (persons who have been offered conditional employment, pending negative drug and alcohol tests and pending criminal background check) by the County Personnel/Payroll Clerk or his/her designee. The drug and alcohol test shall take place not less than four (4) working days prior to the newly appointed person's beginning employment date. The balance of the orientation may take place the day of the drug and alcohol test or it may take place on another date prior to the employment date. The orientation shall include but is not limited to the following:
1. The newly appointed person shall submit to a drug/alcohol as required by Chapter 7 of these personnel policies. Failure to submit to the test or failure of the test shall be reason to prevent the newly appointed person from becoming a County employee. In no case shall the newly appointed person begin employment with the County without having passed the required alcohol and drug tests.
 2. The newly appointed person shall be provided a copy of and will be asked to read the County's Drug & Alcohol-Free Workplace policy, which is Chapter 7 of this handbook, and sign a statement indicating that he/she will read the chapter.
 3. A copy of this Personnel Policies and Procedures Handbook shall be given to the newly appointed person. Following the newly appointed person's accepting the handbook, he/she shall sign a statement that he/she will read the balance of the handbook before the beginning employment date and ask questions which he/she may not understand.
 4. Highlights of the personnel policies including, but not limited to this section and Section II, concerning at-will employment, shall be explained to the newly appointed person.
 5. The newly appointed person shall sign a statement that he/she understands the concept of at-will employment and agrees to it.
 6. The benefits programs shall be explained to the newly appointed person. Federal and state withholding papers shall be filled out and signed at that time by him/her.

Insurance and other optional programs may be accepted at that time or at any other time prior to calculation of his/her first payroll.

- B. The new employee shall receive his/her job description; expectations of him/her; any departmental policies, procedures and work rules on his/her first day of employment from the Department Head or his/her designee. For convenience, this may take place prior to the first day of employment.

Section V: Change of Duties

- A. Transfer

Any employee occupying a regular position may request a transfer from one position to another comparable position, provided the position to which the employee is transferred is one for which he/she possesses the appropriate minimum qualifications, and provided that the position applied for is vacant. The request shall be a written application.

- B. Promotion

When a vacancy occurs in a position above the entrance level, consideration shall be given to promotion of current qualified employees who submit written application for the position. However, if the Judge/Executive deems that the best interest of the County necessitates the appointment of an applicant not currently employed by the County, the position may be filled by appointment of a person from outside the government.

An employee occupying a regular position may be promoted from one position to a higher position only if he/she possesses the minimum qualifications for the higher position and if the position is vacant.

- C. Demotion

In the event an employee become unable to perform the duties with reasonable accommodation as stated in the position description, for disciplinary reasons, or in lieu of a layoff, an employee may be demoted at the County's discretion, provided the employee meets the qualifications for the demoted position, and the position is vacant. The employee's salary will be adjusted accordingly.

Section VI: Protection of Personal Information

Policy Statement: The purpose of this policy is to minimize the risk of disclosing personal information and setting practical guidelines for effectively responding to security incidents. Having a policy is important because it promotes consistent response procedures to make sure appropriate actions are taken. This policy is Attachment 1 in the Spencer County Administrative Code and sets forth the procedures and practices pursuant to KRS 61.932 and the Department for Local Government ("DLG").

Section VII: Resignation and Termination

- A. The personnel policies in this manual are not an employment contract, nor any other type of contract. Since employment within the County is based upon continuing mutual consent, either the employee or the County has the right to terminate employment at any time for any reason. This is commonly referred to as "at-will" employment.
- B. An employee who resigns is expected to give at least a ten (10) working days notice and, if done, shall entitle him/her to payment for any accrued vacation time and personal days; otherwise, accrued vacation time is forfeited by the employee.

Section VIII: Disciplinary Actions

- A. To effectively serve the public, the County must maintain effective policies and practices for employee discipline. When warranted, progressive discipline will be used, which may include termination.
- B. The County may administer verbal or written warnings, suspensions, demotions or may terminate employment for disciplinary reasons. An employee may also be suspended pending the investigation of workplace misconduct, including but not limited to, policy violations.
- C. Depending on the severity of the offense, the disciplinary process may begin at any of the steps listed herein, as determined by the County at its sole discretion.
 - 1. Verbal Warnings. The employee's supervisor ~~may~~ shall issue a verbal warning for conduct which necessitates disciplinary action. A written summary of the verbal warning shall be made a part of the employee's personnel file.
 - 2. Written Warnings. The employee's supervisor may issue a written warning for conduct which necessitates such disciplinary action. The written warning shall be placed in the employees' personnel file.
 - 3. Suspensions.
 - a) An employee's immediate supervisor may suspend him/her without pay for the remainder of his/her work shift if the employee violates department or County rules or regulations which may cause harm to him/her, other employees, the public in general, or property of the County or others. The immediate supervisor shall communicate with the Judge/Executive regarding the action taken.
 - b) An employee's Department Head may suspend him/her without pay, prior to Fiscal Court notification if the employee committed a violation of department or County rules or regulations which are serious enough in the opinion of the Department Head to warrant suspension. The Department Head shall notify Fiscal Court at the next regularly scheduled meeting.

- c) Upon a suspension being issued, as described in either subsection C, 3a or C. 3b in this section, the Department Head of the suspended employee shall communicate with the Judge/Executive regarding the action taken.
 - d) The Judge/Executive has the authority to suspend an employee without pay for up to 30 days without the Fiscal Court's approval or longer with the ratification of the Fiscal Court. Fiscal Court's ratification is not required for the Judge/Executive's staff.
4. Demotions. Demotions for disciplinary reasons are addressed in Section V: Change of Duties, Subsection C of this Chapter.
5. Terminations. The Judge/Executive may terminate employment for a County employee with the ratification of the Fiscal Court. Fiscal Court's ratification is not required for members of the Judge/Executive's staff.
- a) The Judge/Executive shall give notice to any employee who is being considered for termination at least five (5) working days prior to the meeting of the Fiscal Court at which time such recommendation would be ratified. Such employee shall have the right to appear at such meeting of the Fiscal Court to respond to the pending termination. The hearing shall be conducted by the Fiscal Court in a closed session. The hearing and records of it shall be closed to the public unless the employee chooses a public hearing.
 - b) The Judge/Executive has the authority to suspend any employee pending termination for a period up to 30 days without Fiscal Court approval or longer with the ratification of the Fiscal Court. Any employee, who is suspended from employment pending termination, shall not receive compensation or accrue any benefits, except as required by law.

Section IX: Administrative Leave

County Judge and Department Head may have the authority to place an employee on administrative leave with or without pay based on situation, must have approval of Fiscal Court at next meeting.

CHAPTER 3: COMPENSATION PLAN

Section I: Job Classification

- A. The Department Head shall be responsible for the preparation of a descriptive job classification plan for all non-elected positions and a copy will be given to the Judge Executive.
- B. Each job class shall be in writing and include:
 - 1. A concise, descriptive title;
 - 2. Description of the duties and responsibilities of each person in each classification;
 - 3. A statement of minimum and desirable qualifications for each position.
- C. All positions in a single class shall be sufficiently alike to permit use of a single title, description, qualifications and pay range.

Section II: Overtime Pay

- A. In order to determine whether an employee shall receive overtime pay for hours worked in excess of forty (40) hours per week, each class shall be declared "exempt" or "non-exempt" in accordance with provisions of existing labor laws. Exempt employees shall receive overtime pay at the rate of one and one-half (1.5) times the hourly wages for actual hours worked in excess of forty (40) hours in any work week, or they may receive comp time for the overtime worked at one and one-half times the hourly wages for the actual hours worked in excess of forty (40) hours in any work week, provided the department in which they work has adopted a comp time policy.
- B. Holidays, sick leave and vacation time shall not be used in calculation of overtime, but shall be considered in the total computation of hours during the work week. See Benefits: Chapter 5.
- C. Overtime work shall be approved in advance by the employee's immediate supervisor whenever possible and shall be kept at the minimum consistent with maintenance of essential services and the County's financial resources.

Section III: Holiday Pay

Compensation for Holidays: See Chapter 5: BENEFITS, Section XI: Holidays.

Section IV: Vacation and Sick Leave Pay

The Personnel/Payroll Clerk and/or the Department Head shall keep an accurate record of the accrued vacation time and sick leave of each employee. Vacation time and sick leave continue to accumulate when an employee is off because of a workers' compensation injury or illness. See Chapter 5: BENEFITS, Section II: VACATION AND SICK LEAVE TIME.

Section V: Method of Payment

- A. County employees are paid on a bi-weekly basis. Payday for wages earned during these pay periods will be the Friday following the end of the pay period.
- B. Pay stubs will itemize deductions made from the employee's pay, including Federal Income Tax, State Income Tax, City Occupational Tax (where applicable), Social Security Tax and County Retirement. Other deductions, if any, will be shown.
- C. Pay check stubs will list the employee's accrued vacation time, personal time and sick leave.

CHAPTER 4: TRAVEL AND REIMBURSEMENT

Section I: General Policy

It is policy of the County to reimburse employees for reasonable expenses of a business nature incurred while traveling on authorized County business or incurred with specific and authorized business purposes. To be reimbursable, the expense shall be necessary, be of a reasonable nature and be properly approved in accordance with the requirements of these personnel policies.

Control of travel expenses is the responsibility of each employee. In all cases, prudence and good judgment shall be exercised regarding the reasonableness of expenditures (reasonable is the amount an employee would expect to pay if paying his/her own expenses).

While not every aspect of travel may be included, this policy will serve as a guide for most situations the employee will encounter. If the employee is uncertain of something before a trip, clarification should be sought from his/her Department Head.

Section II: Travel Approval

All travel shall be pre-approved and coordinated by his/her Department Head.

Section III: Transportation, Lodging and Meal

A. Automobiles

1. Employees shall utilize the County owned vehicle for travel in accordance with their official duties when possible.
2. When travel in the employee's privately owned vehicle is required, employees shall be reimbursed at a rate equal to the current rate utilized by the Commonwealth of Kentucky. (see <http://www.finance.ky.gov/internal/travel> for the current reimbursement rate).
3. When the County vehicle is not available, with approval of the County Judge, the use of a rental car for out-of-town business may be used. These rental cars shall be no larger than full-size and shall be returned with a full tank of gasoline. Renting a car larger than full-size is permitted only when there is a need to do so and with the prior approval of his/her Department Head.
4. Tolls and parking expenses are reimbursable whether driving the County car, a personal car or a rental car, with a receipt.
5. Traffic violations and fines incurred by an employee while on County business are the responsibility of the employee.

6. Taxi service may be used when it is necessary to maintain business schedules. Airport buses, shuttle services, airport limousine or free hotel pick up services should be used when possible, when out of state.
7. Expenses for parking while an employee is traveling on County business shall be reimbursed provided they are reasonable. Tolls incurred while driving on County business shall be reimbursed, with a receipt.

B. Lodging

1. Payment for travel requiring overnight stay(s) shall be made for the most reasonable and suitable accommodations available in the locality.
2. Overnight lodging for travel within a forty (40) mile radius of the Courthouse is not considered appropriate, unless attending a multi-day conference. If a need exists to stay overnight at a location within a forty (40) mile radius, approval shall be obtained from the Judge/Executive.
3. Reservations which cannot be kept shall be cancelled in a timely fashion to avoid 'no show' charges.
4. Employee shall not be reimbursed for movies, alcoholic beverages, or video games charged to the room.

C. Meal and Incidental Expenses

1. Meal costs reimbursed not to exceed \$40.00 per day, with receipts. Excludes tips, alcoholic beverages, cost of other entertainment or meals taken outside a conference event, when the registration fee for such conference includes meals.

Section IV: Expense Reports and Reimbursement

- A. Request for reimbursement form, accompanied by all applicable itemized receipts shall be completed for all reimbursable travel expenses incurred with official County travel. Itemized receipts are to be printed and include the following information:
 1. The name and address of supplier
 2. The date of the transaction
 3. A list of all items received, including a listing of food, if purchased
 4. The total amount of the transaction
- B. When the reimbursement form, which is available at the Treasurer's Office, is properly completed and approved, it shall be submitted to the Treasurer's Office for processing. Following approval by Fiscal Court, the reimbursement shall be made by the Treasurer's Office.
- C. All reimbursement forms must be turned into Treasurer's Office within one (1) month of the receipt date.

CHAPTER 5: BENEFITS

Section I: Probationary Period

- A. No benefits vest until after ninety (90) day probationary period is completed, although they accrue during the probationary period.
- B. Benefits apply to permanent full-time employees only. Benefits will be based upon date of hire in order to calculate years of service.

Section II: Vacation Time

- A. All full-time employees shall be entitled to vacation leave at the following rates:

<u>Years Service</u>	<u>Vacation Time</u>
First Year	0
Anniversary Date (After first completed year)	40 hours
2 – 7 years	80 hours
8 years and over	120 hours
15 years and over	160 hours

- B. Vacation time is based on the anniversary date of hire and will be awarded for use beginning February 1 of each calendar year. Employees achieving the next level of earned vacation time during the year shall receive additional time on a prorated basis for remainder of that year. Any vacation time accrued by the employee and not used by, nor paid the monetary equivalent to, the employee by December 31st of each year, will be carried forward to the next calendar year. Any employee will be allowed to accumulate and carry over a maximum of 240 vacation hours.
~~Due to the change in the year 2019 to the accrual date of vacation time to employee anniversary date of hire, the County Judge Executive may at his discretion allow, on a case by case basis, the granting of vacation time for 2019 prior to the anniversary date so that employees may properly plan for vacations and transition to this policy change. Beginning January 1, 2020 all vacation time will be accrued on employees' anniversary date of hire.~~
- C. The employee must complete a Vacation Leave Request Form and have the request authorized by the Department Head at least thirty days prior to using vacation leave. Exceptions can be made at the Department Head's discretion.
- D. No employee will be permitted to take advance leave or leave that has not been earned. Vacation pay shall be at full rate at the current wage.
- E. An employee who has at least one (1) full year and whose employment is

terminated during the succeeding year is entitled to full vacation for the year worked.

- F. An employee who is terminated shall be paid for all accumulated vacation leave, excluding probationary employees.
- G. The County Treasurer and/or the finance officer shall keep complete records of vacation leave. An employee fraudulently obtaining vacation leave or a department head falsely certifying vacation leave allowance may be suspended or dismissed, or subject to further legal action.
- H. Vacation time shall continue to accrue while an employee is absent from work due to a workers' compensation covered injury or illness.
- I. All accrued vacation time and personal time must be exhausted before any employee can request time off without pay if they do not meet the eligibility requirements for Family Medical Leave Act (FMLA) leave. Unpaid leave time is to be approved at the discretion of the Department Head.

Section III: Sick/Personal Time

- A. ~~After first year, anniversary date of hire, full-time employees will be given six (6) sick days:~~ On February 1 of each calendar year, full-time employees will be given six (6) sick days. These sick days can be taken anytime during the calendar year upon the approval from their supervisor. Anytime an employee is absent from work two consecutive days, a doctor's note will be required. Up to 500 sick hours may accumulate and be carried forward into the next calendar year. Upon termination for any reason an employee forfeits all hours of sick time. All full-time and part-time employees of the County will be entitled to take leave from work without pay for illness and sickness of themselves or dependent children and/or family. The employee may be required to take extended leave without pay, for up to twelve (12) weeks under the provisions of the Family Medical Leave Act.
- B. ~~After first year, anniversary date of hire, full-time employees will receive six (6) personal days:~~ On February 1 of each calendar year, full-time employees will be given six (6) personal days. These personal days can be taken anytime during the calendar year upon the approval from their supervisor. Request for use of the personal days shall be submitted to the supervisor on a Vacation Request Form with the designation "Personal Days" on it. These personal days may accumulate and be carried forward into the next calendar year. However, no employee may have more than 12 personal days accumulated at any given time. Days accumulated over 12 will be ~~forfeited by the employee~~ paid monetarily to the employee. Upon termination for any reason an employee shall be paid for accumulated personal leave, excluding probationary employees.
- C. All accrued sick time must be exhausted before any employee can request time off without pay if they do not meet the eligibility requirements for Family Medical Leave Act (FMLA) leave. Unpaid leave time is to be approved at the discretion of

the Department Head.

- D. Sick leave shall continue to accrue while an employee is absent from work due to a workers' compensation covered injury or illness.
- E. If the employee cannot perform his/her current job and is limited to restricted duty and there is no restricted duty available, the employee shall use his/her sick leave or vacation time during the period he/she is absent. If the employee has no accrued sick leave or vacation time, he/she will be on unpaid leave.
- F. Employees who, following termination, are reemployed by the County, shall not have any former sick leave restored to their sick leave accounts.

Section IV: Workers' Compensation

- A. An employee absent from work because of a work related injury or illness is covered under workers' compensation law. Regulations of this law require the compensation to begin with the eighth (8) calendar day of disability, excluding medical benefits which begin immediately. Workers' compensation payment is granted for the first seven (7) calendar days if the disability continues for longer than fourteen (14) calendar days.
- B. Following a workers' compensation injury or illness, the County shall continue to pay the injured employee his/her ordinary income for the balance of the shift during which the injury or illness occurred.
- C. The County is not obliged to continue ordinary income benefits during the seven (7) calendar day period following the day of injury or illness. However, an employee may choose one of the following options:
 - 1. The County shall allow an employee, at his/her written request, within forty-eight (48) hours following the accident or illness, to use accrued vacation time pay for his/her scheduled shift not worked during the seven (7) calendar day period; or
 - 2. The County shall allow the employee to utilize accrued sick leave pay for his/her scheduled shift not worked during the seven (7) calendar day period following the injury or illness, provided:
 - a) The employee has not requested to use vacation time pay as allowed in subsection C.1 in this section; and
 - b) The injury or illness results in the employee being absent for not more than fourteen (14) calendar days; and
 - c) The employee submits a written request within forty-eight (48) hours from the time he/she returns to work following the injury or illness.

3. The employee may choose not to request either vacation time pay or sick leave pay. In this case, no action is necessary.
- D. Worker's compensation payments usually continue until an employee reaches maximum medical improvement, or is released by a physician to return to work and returns to work, whichever comes first.
- E. Sick leave and vacation time shall continue to accrue while an employee is off from work because of an injury or illness covered by the workers' compensation law.
- F. If an employee has been absent from work because of a work related injury or illness, he/she shall supply his/her Supervisor with a doctor's release in order to return to work.
- G. The County workers' compensation insurance provider, utilizes a managed care system provider to assist employees suffering from a work related injury or illness. Information concerning the managed care system is available to all employees from the County Treasurer, their Supervisor or their Department Head.
- H. Return to Work
 1. The purpose of this Article is to assist an employee, who has been injured or suffered an illness due to a work related condition, to return to work in a timely fashion.
 2. Transitional Duty is a program in which the County provides meaningful work activities, when available, based on reasonable accommodation, to assist an employee who is not able to return to full duty employment, to return temporarily to a less demanding work position.

Transitional Duty is utilized only when work, which an injured or ill employee is medically able to perform, is available for the employee. In order to be considered eligible to participate in Transitional Duty, an employee must have a doctor's statement allowing the employee to return to the type of work available through the Transitional Duty program. An employee unable to return to his/her regular job, but capable of performing Transitional Duty, must return to Transitional Duty when requested to do so by the County. Failure to return to Transitional Duty may result in the following:

- a) The employee losing eligibility benefits or fully disability benefits of the workers' compensation program; or
- b) The employee being disqualified for certain employee benefits; or
- c) The employee being, in certain cases, terminated from employment.

Transitional Duty, when available, is a temporary program, not to exceed six months in length for any particular illness or injury.

Sick leave and vacation time shall continue to accrue while an employee is working either full-time or part-time in the Transitional Duty Program.

No permanent light duty positions will be created.

3. If an employee is unable to return to his/her regular job, or to Transitional Duty, the employee will be required to utilize the Family Medical Leave program, when available, provided he/she is eligible for the program. Eligibility defined in CHAPTER 5: BENEFITS, Section XIII: Family and Medical Leave Act, Subsection A of this handbook.
4. When ready to return to full duty, employees shall provide a doctor's statement indicating they are capable of returning to full duty. Failure to return to full duty when required by the County may result in:
 - a) The employee being disqualified to receive further benefits; or the employee being, in certain cases, terminated from employment.

Section V: Uniforms

- A. The County shall pay the amount set by the Fiscal Court for uniforms for employees. These uniforms must be returned upon employee's termination.
- B. Soiled or ripped uniforms must be returned to the employee's immediate Supervisor in order to obtain replacement uniforms.

Section VI: Retirement Program

Each full-time employee and each part-time employee who works an average of one hundred (100) hours per month shall participate in the County Employees Retirement System after the three (3) month initial probationary period has ended.

Section VII: Unemployment Compensation

Each employee is covered by the Federal and State unemployment compensation laws.

Section VIII: Deferred Compensation Program

Each full-time employee and each part-time employee as described in Chapter 2: EMPLOYMENT, Section III: Categories of Employment, Subsection A and B of these personnel policies may participate in the Kentucky Deferred Compensation Program. This program, usually considered as a supplement to the County retirement program, allows the employee to invest in a

401K, 457, or Roth IRA program within the state program. The employee makes all contributions to this program. The County does not make contributions on behalf of the employee.

Section IX: Medical Insurance

- A. Based on the availability of budget revenues, the County will pay an allotment per month towards a single health insurance policy of full-time employees, and will pay an allotment per year towards the county health benefits card program for full-time employees who participate in the county-provided health insurance program. The amount of the insurance allotment and benefits card allotment shall be reviewed annually as part of budget preparations and health insurance renewal periods. In the event an employee is out of work due to illness, regardless of cause, the County limits the payment of the health insurance premium for a period not to exceed six months.
- B. Benefits are as set forth in the carrier contract.
- C. No other medical benefit is implied.
- D. Each Kentucky Retirement System retiree hired by the County may participate in the County's health insurance program. If the retiree participates in the Kentucky Retirement insurance program, the County will reimburse the premium as required by the Kentucky Retirement System.

Section X: COBRA/HIPPA

If an employee leaves County employment, or the employee's work hours are reduced, the employee may continue to participate in the health insurance plan for a limited time by paying the total amount of the premium. To be eligible for this benefit, the employee must not be eligible for other group insurance or be entitled to Medicare Insurance. The employee's right to continue health insurance coverage at special group rates, by personally paying the full premium, is assured under federal law (the Consolidated Omnibus Budget Reconciliation Act of 1985 or COBRA). This law requires that the employer notify the employee and any eligible dependents in writing about eligibility for continued group health insurance. The employee has the responsibility to notify the employer when the employee or any eligible dependents wishes to participate.

- A. If an employee voluntarily quits, retires, is terminated (except for gross misconduct) or has reduction of working hours, the employee can continue health insurance coverage for 19 months, beginning with the date of the qualifying event, (a qualifying event is one in which an employee voluntarily quits, retires, is terminated except for gross misconduct or has a reduction in working hours) or extended to 29 months in cases of Qualified Beneficiaries, who are deemed by the Social Security Administration to have been disabled before the end of the first 60 days of COBRA continuation coverage.
- B. If an individual is the spouse or dependent of a deceased, divorced, separated, or entitled-to-Medicare employee, the individual may continue health insurance

coverage for 36 months, beginning with the date of the qualifying event. It is the individual or the dependent's responsibility to notify the health group administrator within thirty (30) days of the qualifying event when and if these qualifying events occur: divorce, legal separation, or dependent child is no longer an eligible dependent. The individual or the eligible dependent has the responsibility to file the application provided by the employer within sixty (60) days of loss of insurance coverage.

Following enrollment, the individual shall be responsible for making all premium payments on time to the Insurance carrier representative. If the individual misses making the payment on time, his/her insurance will be canceled the month the premium is not paid.

- C. The Health Insurance Portability and Accountability Act (HIPPA) was signed into effect on August 21, 1996. HIPPA policy limits exclusions for preexisting medical conditions; provides credit for prior health care coverage and a process for providing certificates concerning prior coverage to a new group health plan or insurer; provides new rights that allow individuals to enroll for health coverage when they lose other health coverage or add new dependent; prohibits discrimination in enrollment and in premiums charged to employees and their dependents based on health status-related factors; guarantees availability of health insurance coverage in both the small and large group markets; and preserves the states' role in regulating health insurance, including the states' authority to provide greater protections.

Section XI: Holidays

- A. The County observes the same holiday schedule which the State observes. If a holiday occurs during an employee's vacation time or sick leave, he/she shall be given an equivalent time off with pay. The time shall be arranged with the pre-approval of his/her Supervisor. In addition to the above, any day may be designated as a holiday by proclamation of the Fiscal Court.
- B. The following applies to employees regularly assigned to a twenty-four (24) hour shift such as the EMS Department:
 - 1. The employees shall receive eight (8) hours holiday pay regardless of whether they are assigned on duty or off duty during the holiday.
 - 2. Holidays shall be observed on the actual holiday and shall start at the beginning of the employees' scheduled work day and end at the completion of the scheduled work day, as detailed in Subsection B of this section.
 - 3. Holiday pay shall be calculated at the employee's regular hourly rate of pay.

Section XII: Jury Duty

- A. Any employee absent from a scheduled period of work to serve on a jury or to make a court appearance in the course of his/her employment shall receive the normal pay he/she would otherwise have received.
- B. Any employee absent from a scheduled period of work for a personal court appearance shall not be paid for the time he/she was absent from work unless he/she uses accrued vacation time.

Section XIII: Family and Medical Leave Act

- A. The County shall comply with the mandatory requirements as follows in the summarized version of the Family and Medical Leave Act (FMLA).
 - 1. All employees are eligible to receive 12 work weeks of unpaid, job-guaranteed leave during any 12-month period under circumstances that are critical to the life and death of their families.
 - 2. Employees are eligible if they have been employed a total of 12 months or more, and have worked 1,250 hours or more during the previous 12 months.
 - 3. Eligible employees shall use accrued sick leave and vacation time while on FMLA. Employees shall continue to accrue sick leave and vacation time as long as wages are being paid for utilized sick leave and vacation time. Once all accrued sick leave and vacation time are exhausted employees shall not accrue further sick and vacation time.
 - 4. Employees become entitled to take this leave:
 - a) Upon the birth or placement of a child for adoption or foster care; or
 - b) When they are needed to care for a spouse, child, or parent with a serious health condition. A "child" may be an adopted child, foster child, stepchild, legal ward, or one of whom the employee has day-to-day responsibility including those older than 19 if they are incapable of self care because of a mental or physical disability; or
 - c) When they are unable to perform the duties of their position because of a serious health condition; or
 - d) When the leave period to care for a newborn or newly placed child expires at the end of the 12-month period beginning on the date of birth or placement.
 - 5. The County will use January through December as the fixed 12-month period for all employees to determine the "12-month period" in which the

leave entitlement occurs, with the exception of Military Caregiver Leave in which the 12 month period begins when the employee starts using his/her leave.

- B. Each employee is required to provide at least a 30 days' prior notice to his/her Supervisor, if foreseeable, or as soon as practicable, and make efforts to schedule the leave so as not to unduly disrupt the operations of his/her job, subject to approval by the doctor or health care provider of the person requiring health care.
- C. No accrual of seniority, privileges, or benefits (except health insurance, which the employee must pay on the same terms as if the employee continued to work, until returning to full-time work) shall be granted to an employee while participating in the Family and Medical Leave Act (FMLA). In some circumstances, the County may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.
- D. An employee who has participated in the Family and Medical Leave Act for himself/herself (self-care) shall be required to present a certification of fitness for duty from a health care provider prior to his/her return to work. Failure to provide the certification may cause denial of reinstatement.
- E. Workers' Compensation shall be designated as FMLA leave as long as the illness or injury is also an FMLA qualifying event. If so, FMLA benefits shall begin on the 15th calendar day following a workers' compensation injury and shall run concurrently with the workers' compensation leave.
- F. Qualifying Exigency Leave- The FMLA requires that employers provide employees up to 12 weeks of leave in a 12-month period to tend to any "exigency" resulting from a service member's call to duty. The FMLA regulations clarify that exigency leave may be taken by eligible employees (consisting of not only a spouse, son, daughter, or parent but also "next of kin"-the next nearest blood relative) while his/her spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves, or if the family member is a retired member of the Regular Armed Forces or the Reserves. An employee whose family member is on an active duty or call to active duty for the Regular Armed Forces does not qualify for this leave. Qualifying exigencies include short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities.
- G. Military Caregiver Leave-An eligible employee is entitled to 26 workweeks of leave in a 12-month period to care for a covered service member in the Armed Forces (including the National Guard and Reserves) who becomes ill or injured as a result of his/her military service. The 12-month period begins when the employee starts using her or his leave. This leave may only be taken once per injury, but may be taken again if there are additional injuries. More than one family member may qualify for the leave.

Section XIV: Military Leave

- A. Employees who are members of any U.S. Military Reserve or National Guard shall be granted leave to attend authorized training exercises or take part in emergency activities. Such employees shall be paid one of two ways:
 - 1. The employee may receive the difference between his/her regular pay and his/her base military pay; or
 - 2. The employee may use the training period as his/her vacation period and receive his/her full vacation pay. The maximum amount of said days shall not exceed twenty-one (21) working days annually unless a state of emergency exists.
- B. The County abides by the Uniformed Services Reemployment Rights Act.
- C. Any full-time employee shall continue to accumulate earned sick leave and vacation time during an authorized leave of absence for military service.

Section XV: Voting Leave

All County employees shall be allowed reasonable UNPAID time off from work to vote, but must coordinate with their Supervisor in advance if the employee will need time off to vote. Employees may also schedule in advance accumulated paid vacation or personal time off if needed.

Section XVI: Commercial Driver License Requirements

- A. Any County employee whose job duties require him/her to obtain a Commercial Driver License (CDL) shall be given time off with pay to complete all required testing and licensing. Further, any employee shall have access to the proper vehicle, during normal, scheduled working hours, for training and testing purposes as may be required.
- B. All fees and charges associated with an employee obtaining his/her initial CDL, except the cost of the license itself, shall be paid by the County to the Circuit Clerk's Office upon the employee's successful completion and the issuance of the CDL. Thereafter, the annual cost of maintaining a CDL shall be the responsibility of the employer. Any costs associated with the reissuance of a suspended or expired CDL, should this ever occur, shall be at the expense of the employee.

Section XVII: Training/Continuing Education

The Judge/Executive may permit or direct the attendance of employees at meetings, conferences, workshops, or seminars intended to improve the knowledge, abilities and skills of County employees. The Judge/Executive may release an employee from his/her regular duties during work days to attend classes at a recognized institution of learning if, in the Department Head's judgment, such classes contribute favorable to the County's goals and objectives and the career development of the employees.

CHAPTER 6: CONFLICT AND COMPLAINT RESOLUTION

Section I: Purpose

The most effective accomplishment of the work of the County requires prompt consideration and equitable resolution of employees' conflicts or complaints informally. Both Supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be issues which will be resolved only after appeal and review.

The purpose of this rule is to insure that all employees are afforded fair, equitable and expeditious review of their issues without fear, coercion, or discrimination.

Section II: Procedures

A conflict is an employee's expressed dissatisfaction with a situation affecting his/her job. Employees and Supervisors shall work together informally to resolve any conflict which arises. If the conflict cannot be resolved informally, it shall be settled in the following manner:

- A. The employee with the conflict must first discuss the problem(s) or complaint(s) with his/her immediate Supervisor orally or informally. The Supervisor then has five (5) days to respond.
- B. If the employee is not satisfied with the action or decision of the immediate Supervisor, a written complaint or statement of the conflict must then be presented to the Judge/Executive within five (5) working days for action or decision. The Judge/Executive then has ten (10) working days to respond to this issue.

Chapter 7: Drug & Alcohol Free Workplace

Section I: Purpose and Goals

- A. Realizing and accepting the legal, ethical and moral responsibilities associated with maintaining and running a county-wide government for all citizens of Spencer County, Kentucky; as well as running and maintaining a safe and healthful workplace for its employees; and understanding the potential for physical as well as monetary damage associated with the abuse of illicit substances, illegal drugs and alcohol to its employees, to the County as a place of employment and in turn, to the citizens of Spencer County, Kentucky as a whole; and with the intention to ensure that employees of the County understand that compliance with the stipulations set forth in this policy are conditions of employment with the County; the County is fully committed to doing its best to protect the safety, health and well-being of all employees of the County, to the overall citizenry of Spencer County, Kentucky and to other individuals who make use of the County's facilities.
- B. Likewise, it is the County's additional purpose(s) and intent to accomplish the following with the establishment of this policy:
 - 1. As a recipient of Federal Funds, to comply with the Drug Free Workplace Act of 1998 (PL100-690, Title V, Schedule D).
 - 2. To comply with Federal Department of Transportation regulations regarding employees holding Commercial Drivers Licenses (CDL).
 - 3. To reduce the number of accidents and injuries to employees, other persons and property.
 - 4. To reduce absenteeism and tardiness, and to increase the productivity of all employees of the Court.
 - 5. To help ensure the reputation of the County as a whole and of the County's employees throughout the community.
 - 6. In line with the County's stated goals and objectives, to provide leadership in helping to stem the tide of the abuse of alcohol, illicit substances and illegal drugs thought Spencer County and the Commonwealth of Kentucky as a whole.
- C. It is with these stated goals in mind that the Spencer County Fiscal Court issues this policy, declaring itself a *Drug and Alcohol Free Workplace* and hereby issues these accompanying rules regarding drug and alcohol use in the workplace for the County.
- D. The unlawful manufacture, distribution, dispensation, possession, or use of alcohol

or a controlled or illicit substance is prohibited in the workplace.

Section II: Definitions

A. Accident—an unexpected and undesirable event resulting in damage or harm. For the purposes of this policy, the resulting damage or harm may constitute an injury which requires off-site medical attention be given to a person or damage to a vehicle or other property.

B. Alcohol—means any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol. This includes over-the-counter and prescribed medications which contain more than one-half (1/2) of one percent (1%) of alcohol by volume.

C. Alcohol Testing—the testing for alcohol content by an Evidential Breath-Testing Device (EBT) or other Department of Transportation (DOT) approved device. DOT approved devices and procedures will also be used for non-DOT alcohol tests.

D. Drug—means a controlled substance as defined in KRS 219A.010 (6) and as established in 902 KAR Chapter 55, including:

1. Amphetamines
2. Cannabinoids (THC)
3. Cocaine
4. Opiates
5. Phencyclidine (PCP)
6. Benzodiazepines
7. Propoxyphene
8. Methaqualone
9. Methadone
10. Barbiturates
11. Synthetic Narcotics
12. Illicit Substances as defined in KRS 351.010
13. Volatile Substances as defined in KRS 217.900(1)

E. Drug or Alcohol Rehabilitation Program—means a service provider that provides confidential, timely, and expert identification, assessment, treatment and resolution of employee drug or alcohol abuse.

F. Drug Test—means a chemical, biological, or physical instrumental analysis administered by a qualified laboratory, for the purpose of determining the presence or absence of a drug or its metabolites or alcohol.

G. Illicit Substance—means those prescription drugs used illegally or in excess of therapeutic levels as well as illegal drugs.

H. Qualified Laboratory—means a laboratory certified in accordance with the National Laboratory Certification Program (NLCP) by the United States

Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA).

- I. Reasonable Suspicion—as used in this policy, the term reasonable suspicion means, a belief that an employee is using or has used drugs or alcohol in violation of this policy, drawn from specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience, training, or education.
- J. Refusal to Submit—means the failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; or, the failure to provide adequate urine for controlled substances testing without a valid medical explanation after the employee receives notice of the requirement of urine testing; and/or engaging in conduct that clearly obstructs the testing process.
- K. Safety Sensitive Position(s)—Those jobs that would involve exceptional care and due diligence in the area of Public Safety to the County's citizenry and to all employees of the County.
- L. Substance Abuse Professional—A licensed or certified psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.
- M. Volatile Substance—means any glue, cement, paint or other substance as described in KRS 217.900(1).

Section III: Applicability

- A. This policy is intended to apply whenever anyone is representing or conducting business for the County and applies to all employees for whom the Fiscal Court pays Workers Compensation Insurance Premiums including all employees of all duly elected Officers of the County. This policy applies during all working hours, while on call or paid standby and while performing work on behalf of the County while on or off County property. The policy applies to all County employees with special provisions designated to those employees identified as holding Safety Sensitive positions. These positions are ones in which their performance requires an extra degree of care and diligence in the area of Safety to the community.
- B. Those positions identified as Safety Sensitive include, but may not be limited to:
 - 1. Employees of the County Jailer
 - 2. Animal Control Officers
 - 3. Code Enforcement Officers
 - 4. Paramedics
 - 5. Emergency Medical Technicians (EMT)
 - 6. Heavy equipment operators

7. Personnel driving CDL regulated vehicles
8. Mechanics who work on these regulated vehicles
9. Employees who supervise children and child related activities.

Section IV: Drug and Alcohol Testing

- A. While the Spencer County Jailer is a duly elected officer of the County, the Jailer's employees are included in the Workers Compensation Insurance Policy for the Spencer County Fiscal Court as a whole. For reasons that should be obvious to the average observer, the Spencer County Jailer must maintain a "No Tolerance" policy for the use of illegal drugs by his/her employees. Accordingly, employees of the Spencer County Jailer tested positive for illegal drugs shall be immediately terminated.
- C. The County shall administer alcohol and drug tests in circumstances which include but may not be limited to the following:
 1. Pre-Employment Testing—Breath alcohol and urine drug testing shall be required of all new hire applicants after their receipt of a conditional offer of employment. After receiving the conditional offer of employment, applicants will have 48-hours in which to submit to testing at a testing facility. The County requires that every newly hired employee test free of controlled substances and have a breath alcohol concentration of not more than 0.02. Each offer of employment by the County shall be conditional upon the passing of controlled substance and alcohol test.

Refusal by any applicant for employment with the County to take the controlled substance test will result in the conditional offer of employment being withdrawn. All testing under this policy will be in accordance with Testing Protocols described elsewhere in this policy.

- a) An applicant with a confirmed positive test for controlled substances and/or alcohol in a concentration of 0.02 or greater, which is not legitimately explained to and accepted by a Medical Review Officer of the County's choosing, shall not be considered for employment.
- b) Any applicant who fails a controlled substance test shall not be considered for future employment with the County.
- c) Any applicant who refuses to take a controlled substance test shall be disqualified from future consideration for employment.
- d) Any applicant who tampers with, or attempts to tamper with, a urine specimen in any manner shall be disqualified from current and future consideration of employment with the County.
- e) An applicant whose positive test is confirmed and upheld by

the qualified laboratory may request that the same sample be retested at his/her own expense a County approved laboratory.

Individuals undergoing pre-employment testing shall not begin official employment with the County until after all test results are received and shown to be negative. Upon receipt of the test result, positive or negative, the Judge/Executive or his/her designee shall inform the appropriate Department Head of the results.

Employees holding positions in which a Commercial Driver License (CDL) is required, must also be tested at a minimum rate as defined by the Department of Transportation.

3. Reasonable Suspicion Testing—A reasonable suspicion test shall be based on a belief that an employee is using or has used drugs or alcohol in violation of this policy, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, training or education. The reasonable suspicion testing shall be based upon:
- a) While at work, direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol;
 - b) While at work, abnormal conduct, erratic behavior, or a significant deterioration in work performance;
 - c) A report of drug or alcohol use provided by a reliable and credible source.
 - d) Evidence that an individual has tampered with a drug or alcohol test during employment with the County;
 - e) Information that an employee has caused, contributed to or been involved in an accident at work;
 - f) Evidence that an employee has used, possessed, sold, solicited, or transferred illegal or illicit drugs or used alcohol while on the County's premises or while operating the County's vehicle, machinery or equipment.

The Judge/Executive or his/her designee shall be notified immediately of any indication of reasonable suspicion. Both the observing Department Supervisor and the Judge/Executive or his/her representative will review the policies and procedures herein and if necessary make arrangements with a testing facility of the County's choosing to conduct reasonable suspicion drug and/or alcohol testing as soon as possible.

When a reasonable suspicion test is ordered, the employee must submit to

testing within 45 minutes of being notified that he/she will be tested. The observing Supervisor and/or designee shall remain at the testing site with the employee being tested, until the collection process is completed. Any employee who is tested for reasonable suspicion shall be placed on leave with pay until the results of the test are known. After submitting to the drug/alcohol test, the employee may not return to work until the results of the test are known and only then if the results are negative. Only the Judge/Executive or his/her authorized designee may order a reasonable suspicion test.

4. Post Accident Testing—Drug and alcohol testing will shall be conducted following an employee's involvement in an accident on or off the County's premises while on duty, or in the course of employment for the County, ~~which requires off-site medical attention, to be administered to a person. An accident not necessarily requiring that off-site medical attention be given to a person but, which results in property damage of five hundred dollars (\$500.00) or more, at the discretion of the County Judge Executive or his/her designee, may be deemed a "qualifying event" for requiring post-accident testing.~~ Drug and alcohol testing may be required of the employee(s) who were actively involved in the "qualifying event". The determination of the necessity of post-accident testing when off-site medical attention is not administered to a person shall be made solely at the discretion of the Judge/Executive or his/her designee.

Qualifying Event Exception: Due to varying types of accident cause, all accidents categorized as a "qualifying event" may not require post-accident testing. Exceptions to the "qualifying event" for requiring post-accident drug and alcohol testing will include, but may not be limited to the following types of accidents:

- a) Injuries whose onset is cumulative or gradual—such as carpal tunnel syndrome, progressive hearing loss, mental disorders, dermatitis, respiratory diseases, skin disorder, etc.
- b) Injuries where the employee can be completely discounted as the contributing factor (i.e. injuries caused by a third party or some other uncontrollable force or event such as weather, insects, toxic plants, etc.)
- c) Injuries where the employee can be completely discounted as the major contributing factor or those injuries occurring during physical fitness or a training event, in which the employee did everything within reason to avoid the injury accident, i.e. was performing training as instructed.

In each case, the Judge/Executive or his/her designee shall determine the necessity of drug and alcohol testing and shall communicate such testing with the involved employee and the employee's respective Department Head. The Judge/Executive or his/her designee shall coordinate all required

tests with the appropriate medical facilities.

An employee involved in an accident while on an out-of-town assignment, shall notify his/her Department Director or the Director's designee as soon as possible but no later than two (2) hours after the accident occurred. The Department Director shall notify the Judge/Executive or his/her designee to discuss possible drug/alcohol testing requirements.

Other Qualifying Event: The Department Director or his/her designee may request controlled substance/alcohol testing when an employee caused or cannot be completely discounted from causing a vehicular or any other type of accident in which a safety violation occurs and death, serious bodily injury or major property damage did result or could have resulted. The Judge/Executive or his/her authorized designee along with the employee's Supervisor, will be responsible for determining whether a safety violation has occurred. In each case, Judge/Executive or his/her designee shall determine the necessity of drug and alcohol testing and shall communicate such testing with the involved employee and the employee's department head. If a post accident controlled substance/alcohol test is required, a confirmed positive test may result in the employee's immediate termination.

5. Return-To-Duty Testing—In all cases it shall be at the discretion of the Judge/Executive, subject to all applicable laws and regulations, as to whether to allow an employee who has violated any provision of this policy to continue in the County's employment. In view of the fact that the use of illegal drugs is a violation of established law, employees who test positive for drugs without a valid medical or bio-medical reason as verified by a qualified laboratory of the County's choosing, may be immediately terminated.

In the event that an employee who has tested positive for alcohol without a valid medical reason for a positive test, as confirmed by a qualified laboratory of the County's choosing, is allowed to enter a controlled substance/alcohol abuse rehabilitation program, the employee may be allowed to return to work only under the following circumstances:

- a) The employee may resume regular duties only after the employee tests negative in an alcohol and/or controlled substance test administered by the County approved laboratory and can provide a release to return to work from an appropriate substance abuse treatment facility or confirmation of continued and on-going participation in a County recognized substance abuse assistance program. An employee must test negative within a reasonable period of time from receipt of the initial test results not to exceed forty-five (45) days. Any repeat occurrence of substance abuse or violation of any other aspect of the County's Drug Free Workplace Policy will result in immediate termination.

- b) Prior to returning to work, the employee shall be required to meet with the Judge/Executive or his/her authorized designee to receive an explanation of the terms of continued employment; and to sign a written Return-to-Work Agreement, detailing the terms under which the employee will be allowed to return to work.
- c) Such agreement shall stipulate that the employee, at the County's request, may be required at any time, to submit to interviews and/or evaluation by the professional staff at an appropriate chemical dependency treatment facility. The return-to-work agreement will also stipulate that the employee be required to submit to unannounced controlled substance and/or alcohol testing for up to twelve (12) months after resuming duties.

D. Testing Protocol

The collection of samples and administration of drug and alcohol tests shall follow all standards, procedures and protocols set forth by the U. S. Department of Health and Human Services Substance Abuse and Mental Health Administration (SAMHSA). Test results will be obtained by a qualified laboratory as defined elsewhere in this policy.

E. Testing Process

1. Any employee who has been ordered to undergo testing for drugs and/or alcohol shall receive an *Alcohol and/or Drug Testing Notification Form*.
2. Employees shall report to the collection site of the County's choosing immediately after being provided the notification to test. In the case of reasonable suspicion testing, a supervisor or designee shall escort the employee to the collection site. Drug testing shall be conducted by urine sample while alcohol testing shall be performed using a breath alcohol testing/screening device. Drug and alcohol analysis shall be performed by a trained technician. All testing shall follow the prescribed standards, procedures and protocols set forth by the U. S. Department of Health and Human Services' Substance Abuse and Mental Health Administration (SAMHSA).
3. To ensure that the test specimen is actually that of the donor, collection site staff shall require positive identification of the test subject.
4. Alcohol
The County shall require all tests for alcohol to be performed by a certified Breath Alcohol Technician (BAT).
5. Drugs
An eleven (11) panel urine test shall be conducted and shall include analysis

for the following substances:

- a) Amphetamines;
- b) Cannabinoids/THC;
- c) Cocaine;
- d) Opiates;
- e) Phencyclidine (PCP);
- f) Benzodiazepines;
- g) Propoxyphene;
- h) Methaqualone;
- i) Methadone;
- j) Barbiturates;
- k) Synthetic Narcotics

Section VI: Prohibited Activity

- A. Prohibited activities involving the use of alcohol or controlled substance are listed in the following paragraphs.
- B. The Spencer County Fiscal Court reserves the right to define and interpret prohibited activities that specifically include, but may not be limited to:
 - 1. Alcohol
Prohibited conduct involving the use of alcohol includes the following:
 - a) The performance of or being immediately available to perform work duties while having an alcohol concentration greater than 0.02.
 - b) The consumption of alcohol or products containing alcohol during the performance of or being immediately available to perform work responsibilities.
 - c) The performance of, or being immediately available to perform those responsibilities designated as Safety Sensitive, within four hours after using alcohol.
 - d) The transportation of alcoholic beverages within County owned vehicles or equipment is strictly prohibited.
 - e) The use of alcohol for eight hours immediately following an accident requiring a post-accident alcohol test or until a post-accident test is administered, whichever occurs first.
 - f) Refusal (which is defined elsewhere in this policy), to submit or cooperate with any of the required testing types.
 - g) The operation of a County owned vehicle following consumption

of alcoholic beverages shall be considered a violation of this policy and shall result in disciplinary action which may include termination of employment.

- h) Alcoholic beverage in open or closed containers are strictly prohibited in County owned vehicles and equipment.

Note: Employees attending training programs and/or conferences related to their employment with the County may participate in social functions associated with the program or conference. If alcoholic beverages are present at the social function and the employee chooses to engage in consumption of said beverage(s), he/she shall do so at his/her own discretion. Employees who choose to engage in the consumption of alcoholic beverages as part of a work related social function shall do so in a responsible manner, maintaining a conduct that would not reflect adversely upon the County. Any unbecoming conduct by an employee who has chosen to consume alcohol at such conference or training program that has an adverse effect upon the County shall be subject to disciplinary action up to and include termination of employment.

Note: Alcohol includes any intoxicating agent in beverage alcohol, methyl, and isopropyl alcohol whether used for medicinal purposes or not. Many over-the-counter and prescription medications contain high percentages of alcohol.

Note: Employees are hereby notified that they shall inform the Judge/Executive or his/her authorized designee, of any drug or alcohol related criminal charge or conviction within five (5) days of said charge or conviction. The Judge/Executive shall take appropriate action within thirty (30) days.

2. Drugs or Controlled Substances

Prohibited conduct involving the use of drugs or controlled substances includes, but may not be limited to the following:

- a) The illegal or unauthorized use of prescription drugs is strictly prohibited. It is a violation of the County's Drug Free Workplace Policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action which may include termination of employment shall be taken if job performance deterioration and/or other accidents occur as the result of the intentional misuse and/or abuse of prescription medication.

All doctors' statements and related medical information shall be confidential and maintained in a separate medical file in the Human Resources Department.

- b) Testing positive for any of the prohibited substances during the performance of or upon being immediately available to perform work responsibilities.

- c) Refusal (as defined elsewhere in this policy) to cooperate with any of the requested testing types.
- d) Tampering with or attempting to alter, or actual altering of a test specimen is strictly prohibited and is grounds for immediate termination from employment with the County.
- e) Prescription drugs prescribed to you and over the counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. However, any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of your job or your ability to function normally. If the use of a medication could compromise your safety, the safety of fellow employees, customers, or the public, it is the employee's responsibility to use appropriate measures (Sick/Personal time policy, notify immediate supervisor, County Judge Executive or his designee, etc.), to avoid unsafe work practices. A written warning or approval from the prescribing physician or pharmacist may be necessary. All discussion required with medical personnel may be subject to applicable privacy laws (HIPAA, ADA, etc.).

3. Volatile Substances

The intentional misuse, manufacture, sale, distribution, dispensation, or possession of a volatile substance as defined in KRS 217.900 which includes any glue, cement, paint or other substance containing a solvent or chemical having the property of releasing toxic vapors or fumes which when intentionally inhaled may cause a condition of intoxication, inebriation, stupefaction, dulling of the brain or nervous system, or distortion or disturbance of auditory, visual, or mental processes while at work, while on County property, or while conducting County business while off County property, is strictly prohibited and is considered cause for immediate discipline, which may include termination. Such misuse shall also be reported to law enforcement officials.

Section VII: Searches

- A. When reasonable cause exists, the County reserves the right to conduct unannounced searches for controlled substances or alcohol anywhere on County property, including but not necessarily limited to:
 - 1. Lockers
 - 2. Desks
 - 3. File Cabinets
 - 4. County Vehicles and Equipment

5. Stationary Container

- B. All searches must be conducted in the presence of a member of the Spencer County Sheriff's Office. Searches will be limited to a search that would be sufficient to locate the item(s) being sought. Employees who refuse to cooperate during such unannounced searches of County property shall be subject to disciplinary action, which may include termination.

Section VIII: Consequence of Engaging in Prohibited Conduct - - Alcohol

- A. The first time an employee, as a result of a random, reasonable suspicion, follow-up or post-accident test is found to have an alcohol concentration above 0.02, disciplinary action which may include termination will be administered, depending upon the circumstances, including the employee's willingness to voluntarily resolve any medical or psychological condition relating to the employee's conduct and to seek evaluation, counseling and possible treatment or rehabilitation for alcohol related abuse.
- B. Any second offense, in which the employee's test for alcohol indicates a concentration above 0.02, is considered grounds for immediate termination.

Section IX: Consequence of Engaging in Prohibited Conduct - - Drugs

In view of the fact that the use of illicit substances is illegal, any employee who engages in prohibited conduct for drugs or controlled substances and whose random, reasonable suspicion, post-accident, or follow-up test result indicates a non-medical, or ~~bio-medical~~ non-bio-medical explanation for the positive result as confirmed by the qualified laboratory, ~~may~~ will be immediately terminated.

Section X: Consequence of Engaging in Prohibited Conduct - - Volatile Substances

Any employee who engages in prohibited conduct for volatile substances as described elsewhere in this policy may be subject to immediate termination.

Section XI: Consequences of Refusal to Submit to an Alcohol or Controlled Substance Test

- A. An employee is considered to have refused to submit to testing when he or she:
 - 1. Fails to appear for any test within a reasonable time; or
 - 2. Engages in conduct that clearly obstructs the testing process; or
 - 3. Fails to provide a urine specimen for drug testing or a breath specimen for alcohol; or

4. Fails to provide enough urine for drug testing or an adequate amount of breath for alcohol testing and there is no medical explanation for the failure to produce; or
 5. In the case of directly observed or monitored drug test collection, the employee submitting the specimen fails to permit the observation or monitoring of his or her provision of the specimen; or
 6. Fails to or declines to take a second drug test when directed by an employer or collector; or
 7. Fails to undergo a medical examination or evaluation as directed by the qualified laboratory as part of the verification process; or
 8. Fails to cooperate with any part of the testing process.
- B. Failure to submit to an alcohol or controlled substance test as described above will result in immediate termination.
- C. A judgment of "refusal to submit" will not apply to pre-employment testing, unless the applicant has begun the testing process and leaves or engages in conduct that clearly obstructs the testing process.

Section XII: Off Duty Alcohol, Drug Use and/or Volatile Substance Intentional Misuse and Callback

- A. In no way, is it the County's intent to interfere in the private lives of its employees. However, all employees should be aware that an employee's off-duty use of alcohol, illegal use of controlled substances, intentional misuse of prescription drugs or intentional misuse of volatile substances, intentional misuse of prescription drugs or intentional misuse of volatile substances as described in this policy which result in excessive absenteeism, tardiness, or poor work performance shall be subject to discipline, which may include termination of employment. In the case of alcohol or drug abuse, such employees may be subject to counseling or treatment.
- B. The drug, alcohol, intentional misuse of prescription drugs and the intentional misuse of volatile substance prohibitions apply to employees who are on call for any special operation exhibiting a likelihood of requiring an employee to report to work (i.e. snow and ice removal). An employee who is called back to work to perform duties involving a higher level of ability and concentration regarding safety must report any:
1. Off duty use of alcohol in the prior four hours
 2. Medically prescribed use of a controlled substance
- C. An employee who is aware of a possible callback situation that may be reasonably expected, who engages in the off-duty use of alcohol shall be subject to disciplinary

action which may include termination of employment. The illegal use of controlled substances or the intentional misuse of volatile substances may result in immediate termination if an employee was made aware of a possible call back situation.

Section XIII: Records, Retention, Release and Confidentiality

- A. The County shall maintain records and documents of all alcohol and drug test results, schedules for follow-up tests and records relating to evaluation and referrals. These records shall be maintained for a period of at least five (5) years. The Judge/Executive or his/her authorized designee shall provide test result information or other pertinent information relating to an applicant or existing employee's alcohol or controlled substance tests upon the applicant or existing employee's written request, and shall do so within five (5) working days of being notified of the applicant or employee's request.

Section XIV: Drug Free Workplace Administration and Enforcement

It shall be the responsibility of the Judge/Executive or his/her authorized designee to administer and enforce this policy. This policy and its programs are not to be interpreted or modified by any other County Supervisor or Director.

Section XV: Responsibility

While it is ultimately the County's legal, ethical and moral responsibility to create and maintain a safe and healthful workplace for its employees, for others who make use of the County's facilities, and for the general citizenry of Spencer County, Kentucky who may have business with the County; it is also true that safety is everyone's responsibility. Accordingly, all employees have an obligation to report violations of this policy to their immediate Supervisors, Department Supervisors or to the Judge/Executive or his/her authorized designee in order to maintain a safe and healthful work environment for themselves, for their fellow employees and for the Public-at-Large. All supervisors and Department Supervisors are responsible for the drug and alcohol-free operation of their respective departments.

Note: The Spencer County Fiscal Court may change, modify, amend or rescind any part of this policy at any time that deals directly with the actual administration of the policy itself. However, changes may not be made to the policy that would circumvent any requirements associated with 803 KAR 25:28

CHAPTER 8: REGULATIONS

Section I: Safety Regulations

- A. The health and safety of all County employees is of major importance. The County desires to make employees' jobs safe in all respects; therefore, employees shall report all hazardous conditions in their work areas at once to their immediate Supervisors. All injuries shall also be reported within twenty-four (24) hours to the Judge/Executive or designee. Failure to report an accident and/or fill out the workers' compensation form within the time period specified may jeopardize eligibility for workers' compensation benefits.
- B. All employees shall abide by the following Safety Regulations:
1. Each employee shall perform his/her job in the safest manner possible. Each employee shall perform only those jobs which he/she has been assigned and properly instructed to perform.
 2. Each employee shall wear protective equipment required for his/her job as established by his/her Supervisor through job instruction. Damaged equipment shall be reported to the employee's Supervisor immediately.
 3. It shall be the responsibility of each employee to inspect all vehicles and equipment before use. All defects shall be reported and corrected before the vehicle or equipment is used.
 4. No County employee shall operate a County motor vehicle nor ride as a passenger in a County vehicle unless wearing a safety belt (if so equipped) which is properly adjusted and fastened.
 5. All employees shall wear protective head gear, when conditions exist, to guard against impact and penetration from falling or flying objects.
 6. All employees shall wear eye protection, when conditions exist, to protect against injury from intense light, flying debris, harmful liquids or projectile vomiting.
 7. All employees shall wear ear protection, when conditions exist, to protect injury from high levels and long durations of noise.
 8. When conditions exist which expose employees and/or the public to a hazard, proper signs and signals are required. Any employee working in or along traffic areas shall wear a safety vest.
 9. No employee of the County shall display conduct that may jeopardize the health, safety, or welfare of themselves or those around them. Horseplay, such as scuffling, practical jokes, or throwing articles at each other shall not

- be tolerated.
10. Access to portable fire extinguishers shall be maintained at all times. Portable fire extinguishers shall be inspected and maintained. Areas on, around, in front of and over fire extinguishers shall be kept clear at all times.
 11. Hazardous waste pickup or hauling shall be done using the proper safety procedures and equipment.
 12. Only non-flammable solvents shall be used inside a building.
 13. Flammable solvents shall be kept in approved containers and shall be used only in approved areas.
 14. Good housekeeping practices shall be used at all times throughout the work area. Examples include but are not limited to:
 - a) Cleanup all spills immediately.
 - b) Move all air hoses, electrical cords, or any other objects which could cause a hazard to a safe location when they are not in use.
 - c) Keep work stations free of excess material.
 15. Employees driving a County owned vehicle shall obey all traffic laws. Traffic citations incurred while driving a County owned vehicle shall be reported to the employee's Supervisor in writing, within 24 hours of receiving the citation. All fines incurred as a result of driving a County owned vehicle shall be paid by the driver.
 16. All vehicles shall be equipped with an appropriate fire extinguisher and first aid kit.
 17. Cell phones shall not be used while driving a County vehicle.

Section II: Sexual Harassment

- A. It is the policy of the County to maintain a working environment free from all forms of harassment based upon race, color, religion, national origin, gender, age, marital status or disability. Thus, conduct which (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment, (2) has the purpose or effect of unreasonably interfering with an individual's work performance, or (3) otherwise adversely affects an individual's employment opportunity is strictly forbidden.
- B. Any employee who is subject to harassment because of his/her race, color, religion, natural origin, gender, age, marital status or disability should immediately contact his or her Supervisor. If an employee feels uncomfortable in discussing this matter

with his/her Supervisor, or if he/she feels that the Supervisor has not acted appropriately regarding his/her complaint, the employee should contact his/her Department Head or the Judge/Executive. All complaints of harassment shall be promptly and confidentially investigated to the fullest extent possible and no employee will be penalized, reprimanded, or retaliated against in any manner for using this complaint procedure.

- C. Any employee who violates the County's policy prohibiting harassment shall be subject to appropriate disciplinary action, which may include termination of employment.
- D. The County strictly prohibits verbal or physical conduct by any employee who harasses, disrupts or interferes with another employee's work performance or who creates an intimidating, offensive or hostile working environment.

The County strictly prohibits any Supervisor or other employee from making submission to sexual advances a condition of employment, continued employment, positive evaluation, compensation benefits, promotion or any other privilege, term or condition of employment.

The County strictly prohibits any employee from engaging in sexual harassment in the work place to include, but not limited to:

1. The unwelcome touching of another person;
2. The making of advances or requests for sexual favors;
3. The use of sexually explicit or abusive language;
4. The making of sexually suggestive or degrading remarks about a person or about a person's body or clothing; and
5. The display of sexually explicit or suggestive literature, pictures, photographs or other objects.

- E. Any employee who believes he/she has been subjected to sexual harassment in the work place has the responsibility to complain about such sexual harassment as soon as possible to his/her Supervisor or Department Head. If the harassment involves the Supervisor or Department Head, the complaint is made to the Judge/Executive. If the harassment involves the Judge/Executive or a member of the Fiscal Court, the complaint is made to the County Attorney.
- F. The employee must first discuss the problem(s) or complaint(s) with his/her immediate Supervisor orally or informally. The Supervisor then has five (5) working days to respond.

If the employee is not satisfied with the action or decision of the immediate Supervisor, a written complaint must then be presented to the Judge/Executive within five (5) working days for action or decision. The Judge/Executive then has

ten (10) days to respond to the complaint.

If the employee is not satisfied with the action of the Judge/Executive, a written appeal may be made within five (5) working days, including all pertinent information and prior determination, to the Fiscal Court.

- G. Any employee who is determined to have engaged in harassment or sexual harassment in violation of this policy shall be subject to disciplinary action which may include termination of employment.

Section II: Americans With Disabilities Act

A. The Americans with Disabilities Act of 1990 is landmark civil rights legislation that extends the framework of federal civil rights to include Americans with disabilities. In Kentucky, state legislation mirrors the protection afforded by the Federal ADA Legislation and sends a clear message to persons with disabilities that they are valued citizens.

- B. With this in mind, the County desires to be in full compliance with these state and federal laws so that discrimination based on disability does not occur and so that Spencer Constituents with disabilities can fully participate in all programs, services and activities.
- C. People with disabilities who are otherwise qualified (a qualified individual with a disability is a person who meets legitimate skill, experience, education or other requirements of an employment position with or without reasonable accommodation) may not be discriminated against in any areas of employment including, but not limited, job application and compensation procedures, fringe benefits available by virtue of employment and activities sponsored by a covered entity.
- D. Persons with disabilities shall not be limited, segregated, or classified in a way that adversely affects their employment opportunities or status.
- E. The County will not participate in a contractual or other arrangement or relationship which would subject qualified applicants or employees with disabilities to the discrimination prohibited by the ADA.
- F. The County will make reasonable accommodation to the known physical and mental limitations of an otherwise qualified applicant or employee with a disability, unless it can be demonstrated that the accommodation would impose an undue burden. After a qualified individual requests reasonable accommodation, all agencies will make every reasonable effort to determining and provide the appropriate accommodations.
- G. If any testing is required, the County will select and administer tests concerning employment in the most effective manner to ensure that, when a test is administered to a job applicant or employee who has a disability that impairs, sensory, manual or speaking skills, the test results accurately reflect the skills,

aptitude, or whatever other factor of the applicant or employee that the test purports to measure, rather than reflecting the impaired sensory, manual, or speaking skills of such employee or applicant (except where such skills are the factors that the test purports to measure).

- H. The County will not coerce, intimidate, threaten, harass, or interfere with any individual exercising or enjoying his/her rights under Title I of ADA or because that individual aided or encouraged any other individual in the exercise of rights granted or protected by Title I of ADA.

In summary, the County will be forthright in all efforts to ensure that individuals with disabilities do not encounter discrimination, including outright intentional exclusion; discrimination effects or architectural, attitudinal, or communication barriers; and overprotective rules or policies.

- I. Alternatives for complaint resolution are available to both employees and potential employees. Employees may bring the complaints to the attention of their Supervisor, or if the complaint involves supervisory personnel in the employee's line of command, to the Judge/Executive, the Human Rights Commission, or the Equal Employment Opportunity Commission (EEOC). Potential employees may bring the complaint to the attention of the Judge/Executive, the Human Rights Commission, or the Equal Employment Opportunity Commission (EEOC).

Section IV: Code of Ethics

- A. The Spencer County Fiscal Court duly adopted and enacted an Ordinance No. 1, Series 2017, entitled "Code of Ethics for the County of Spencer", which is attached as Exhibit A.

Section V: Return of County Property

- A. Uniforms, keys, radios, telephones, handbooks or any other property belonging to the County which have been entrusted to an employee, must be returned to the employee's Supervisor upon termination, in order for the employee to remain in good standing with the County.

Section VI: Cell Phone Use

- A. All County Employees who are provided with a County cell phone, shall not use the cell phone for personal purposes, except in the case of an emergency.

Section VII: County Vehicle Use

- A. All County employees, who are provided with a County vehicle, are not permitted to use the vehicles for personal purposes, other than for commuting to and from work or for very minimal other use.
- B. All County employees, who are provided with a County vehicle, are not permitted to go outside of Spencer County without permission from the County Judge or Deputy County Judge. The Jailer, EMS and the Coroner are exempt from this policy.
- E. The personal value of the vehicle for commuting purposes is considered a fringe benefit and therefore taxable income, as determined by the Internal Revenue Service.
- F. County vehicles designated as "qualified non-personal-use vehicle" (vehicles which the employee is not likely to use more than minimally for personal purposes because of their design) are excluded from this policy.
- G. A list of all County vehicles and the employees assigned to those vehicles must be presented to the County Judge by each Department Head annually by May 1st.
- H. Cell phones shall not be used while driving County vehicles.

Section VIII: Political Activities

- A. No employee, as a condition of employment or continual employment, shall be required to contribute to or campaign for any candidate for political office.
- B. No employee of the County shall engage in political activity during his/her assigned duty hours or while in uniform.

Section IX: Social Media and Internet Use

Computers and office equipment owned by the County are for official use. Employee use of those computers and county provided internet services is considered a privilege and not a right. All County employees are public servants and are representatives of the County. Activities conducted at work are a reflection upon the County.

- A. Access, viewing, posting or commenting on social media sites, including but not limited to Facebook and Snapchat, are prohibited during an employee's regular duty hours. Departments may determine whether lunch hour use is appropriate and permitted. Exceptions to this policy will be made by the employee's supervisor and should be based on use of such media for a work-related purpose.
- B. County employees are strictly prohibited from disclosing or posting protected, confidential, private or sensitive information, photographs, or video obtained in the workplace or through performance of official duties. Information which is

governed by KRS 61.810, the Kentucky Open Records Law, shall not be disclosed via social media.

- C. County employee use of county equipment or hardware to email, use the internet, disseminate information, view social media, transmit or post information, may be subject to disclosure under the Kentucky Open Records Law and can be accessed by Department Heads, or the Judge/Executive or his/her designee at any time. There is no right to privacy in any such use of County equipment.
- D. Failure to abide by the policies contained in Subsection A, B and C may result in further restriction of use of County equipment and/or discipline up to and including termination from employment.

Discussion continued with Esq. Travis asking when changes could be made to the Administrative Code and Esq. M. Moody clarified that changes could be made at any time to the personnel policy handbook, the document they were changing tonight. The Judge said that if there was something they wanted to change on the Administrative Code, he was not going to make them wait until June to do so.

3. repair quote for the sheriff's vehicle

Already discusses.

4. Road bond for Briarhurst.

The Judge said that the County had already adopted the roads in Briarhurst, He said that the bond on the roads was reduced last year from \$26,000.00 to \$13,000.00, he had talked to Donna Mudd and she was trying to wrap up the estate from her father. People's Bank had delivered a check to the Judge and the County had not called the bond, but Ms. Mudd was just saying to pay the bond, she was just trying to end it, and the Judge said that they would have just voted to release the bond in September anyway. He said that he just felt awful bad taking her \$13,000.00, when all she had to do was wait til September and they would have released the bond once the roads were inspected. The Judge said that he thought that the roads were in Esq. J. Moody's district. The Judge asked if Esq. J. Moody and Todd had gone out and looked at the roads and Esq. J. Moody said that they had and Todd had said that the contractor who had built the roads was the best contractor that he had ever worked with. Todd had assured him that he had tested it, and that everything would be fine and that they could not give the check back until September 14th. The Judge said that essentially, they were holding the bond. The Judge's recommendation was to deposit the check for \$13,000.00 and hold the bond, and deposit it into their escrow account, and then in September when they released it, they could cut her a check out of the escrow account and give it back to her. The Judge said that he would like a motion on the matter.

- Motion made by Esq. J. Moody, seconded by Esq. Travis, with all members of the court present voting "aye", it is hereby ordered to deposit the check from Donna Mudd for \$13,000.00 into the county's escrow account.

THIS CHECK CONTAINS A COLORED BACKGROUND, MICROPRINT BORDER AND WATERMARK PAPER - OTHER SECURITY FEATURES DETAILED ON BACK.

CASHIER'S CHECK No. 031722
Date: 6/03/2019

RE: GEORGE MERRIFIELD LOC #12

Thirteen Thousand Dollars and Zero Cents \$****13,000.00

Pay to the Order of

SPENCER COUNTY FISCAL COURT
P.O. BOX 397
TAYLORSVILLE, KY 40071

John B. ...
Authorized Signature

Melissa Brown
Authorized Signature

⑈031722⑈ ⑆083903690⑆ 9201013⑈

Esq. Travis said that he had an issue with roads in his district. He said that Schultz Lane, and he knew that it wasn't on the agenda, Arbor Place in the back, and Peachtree. There was a road bond of \$9,000.00 on that. He said that the initial bond on that was in 1996 and was still on there. He said it had been 23 years, and it had been kicked down the road, just like Elk Chase

- Motion made by Esq. Travis to draft an ordinance to take Schultz Lane, Arbor Place and Peachtree into the County road system and call the bond in and use whatever was there to help repair these roads.

The Judge said that Esq. Travis was basically asking him to prepare an ordinance to do that, and he didn't think that they needed a motion to do that. He said that an ordinance was going to take two votes, and that they didn't have the ordinance. The Judge said if he wanted him to do that they would get with Karen and prepare an ordinance and hopefully get it on the agenda for the first meeting in July. Discussion ensued regarding the construction of the roads with the Judge saying that the roads were built to the standards at that time. Esq. Travis said that the roads were in pretty dire shape saying that there were chuck holes as big as their table, and that it was a private road because it was not in the road system yet. The Judge said it would be similar to Elk Chase in that if they adopted the road, at least they could go in and start making some repairs, and the Judge said that he had tried to something with the roads when he was a magistrate. No second on the motion, no action taken.

5. Review and approval of expenditures, purchases, invoices and transfers.
 - Motion made by Esq. Brewer, seconded by Esq. Travis, with all members of the Court present voting "aye", it is hereby ordered to approve all expenditures, purchases, invoices and transfers.

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General

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: 2ndBaptist Second Baptist Church							
6/17roadlitter	06/17/19	015340680 5.86mi cleanup	06/17/19	474.60	.00	.00	474.60
				Vendor Total: 2ndBaptist	474.60	.00	474.60
Vendor: ADINAS Adina's Embroidery							
1016	06/17/19	0150154810 sher unif patch	06/17/19	26.00	.00	.00	26.00
				Vendor Total: ADINAS	26.00	.00	26.00
Vendor: AIRGAS Airgas Inc.							
9089287691	06/17/19	0151405500 ems oxygen	06/17/19	122.26	.00	.00	122.26
9089506192	06/17/19	0151405500 ems oxygen	06/17/19	46.42	.00	.00	46.42
9862304170	06/17/19	0151405500 ems oxygen	06/17/19	329.53	.00	.00	329.53
				Vendor Total: AIRGAS	498.21	.00	498.21
Vendor: ALLDATA AllData							
June2019	06/17/19	0150807210 veh repair data svc	06/17/19	125.00	.00	.00	125.00
May2019	06/17/19	0150807210 veh repair data svc	06/17/19	125.00	.00	.00	125.00
				Vendor Total: ALLDATA	250.00	.00	250.00
Vendor: AT&T A T & T							
6/17anim	06/17/19	0152055780 animctri uverse	06/17/19	79.75	.00	.00	79.75
6/17atty_u	06/17/19	0150055780 co atty uverse	06/17/19	75.60	.00	.00	75.60
6/17coroner_u	06/17/19	0150204450 coroner uverse	06/17/19	24.34	.00	.00	24.34
6/17maint_u	06/17/19	0150855780 maint offc uverse	06/17/19	24.35	.00	.00	24.35
				Vendor Total: AT&T	204.04	.00	204.04
Vendor: AUTOZONE Auto Zone							
4547334697	06/17/19	0150807210 maint fluids	06/17/19	13.59	.00	.00	13.59
4547335903	06/17/19	0151404430 med2 airfilter	06/17/19	14.99	.00	.00	14.99
4547340825	06/17/19	0150807210 maint veh radiator	06/17/19	127.00	.00	.00	127.00
4547341365	06/17/19	0150155920 sher veh fan assemb	06/17/19	198.99	.00	.00	198.99
4547341886	06/17/19	0150704450 zoning veh filter	06/17/19	2.79	.00	.00	2.79
4547341886	06/17/19	0154015920 parks veh filter	06/17/19	2.79	.00	.00	2.79
				Vendor Total: AUTOZONE	360.15	.00	360.15
Vendor: BENGAS Bennett's Gas Company							
6/17anim	06/17/19	0152055780 animctri utilit	06/17/19	22.39	.00	.00	22.39
6/17ems	06/17/19	0151405780 ems bay utilit	06/17/19	17.50	.00	.00	17.50
6/17maint	06/17/19	0150855780 maint shop utilit	06/17/19	27.99	.00	.00	27.99
6/17racy	06/17/19	0152175780 recyc utilit	06/17/19	17.50	.00	.00	17.50
				Vendor Total: BENGAS	85.38	.00	85.38
Vendor: BHOM Baptist Health Occupat Medicin							
1088090	06/17/19	0191003820 empl drug testings	06/17/19	120.00	.00	.00	120.00
				Vendor Total: BHOM	120.00	.00	120.00
Vendor: BLGRASSREC Bluegrass Recycling Srvs Inc							
May2019	06/17/19	0152054030 farm carcass dispos	06/17/19	2,015.79	.00	.00	2,015.79
				Vendor Total: BLGRASSREC	2,015.79	.00	2,015.79
Vendor: BLUEINTEGR Bluegrass Integrated Communic							
175822-SP-05	06/17/19	0150657370 voter notices	06/17/19	11.90	.00	.00	11.90

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Vendor Total: BLUEINTEGR				11.90	.00	.00	11.90
Vendor: BOUNDTREE Bound Tree Medical LLC							
83155767	06/17/19	0151405500 ems medic supplies	06/17/19	323.01	.00	.00	323.01
83201212	06/17/19	0151405500 ems medic supplies	06/17/19	280.26	.00	.00	280.26
Vendor Total: BOUNDTREE				603.27	.00	.00	603.27
Vendor: BUMPER Bumper to Bumper							
15-84369	06/17/19	0151404430 med1&2 def fluids	06/17/19	139.30	.00	.00	139.30
15-85539	06/17/19	0154015620 parks mower filters	06/17/19	27.92	.00	.00	27.92
15-96637	06/17/19	0151404430 med4 compressor	06/17/19	199.50	.00	.00	199.50
15-87743	06/17/19	0151404430 med3&4 def fluids	06/17/19	59.94	.00	.00	59.94
Vendor Total: BUMPER				426.66	.00	.00	426.66
Vendor: CARDINAL Cardinal Office Products							
IN-1797325	06/17/19	0150014450 judg copypaper	06/17/19	48.00	.00	.00	48.00
IN-1797640	06/17/19	0150104450 clerk label,duster	06/17/19	109.88	.00	.00	109.88
IN-1797640	06/17/19	0150014450 judg notepads	06/17/19	21.32	.00	.00	21.32
IN-1797640	06/17/19	0150704450 zoning notepads	06/17/19	8.63	.00	.00	8.63
IN-1797752	06/17/19	0150104450 clerk inkcartridges	06/17/19	677.60	.00	.00	677.60
IN-1799889	06/17/19	0150104450 clerk post-its	06/17/19	8.70	.00	.00	8.70
Vendor Total: CARDINAL				872.13	.00	.00	872.13
Vendor: CARROT Carrot-Top Industries Inc							
43004200	06/17/19	0150104450 clerk flag set	06/17/19	143.62	.00	.00	143.62
43004200	06/17/19	0150657370 elecnt flag sets	06/17/19	287.24	.00	.00	287.24
Vendor Total: CARROT				430.86	.00	.00	430.86
Vendor: CCI Carrier Concepts							
48897	06/17/19	0191003820 empl drug testings	06/17/19	65.00	.00	.00	65.00
Vendor Total: CCI				65.00	.00	.00	65.00
Vendor: CLERK Spencer County Clerk							
6/17postage	06/17/19	0150657370 electn postage	06/17/19	20.10	.00	.00	20.10
Vendor Total: CLERK				20.10	.00	.00	20.10
Vendor: COUNTRY MT Taylorsville Country Mart							
6/17elect	06/17/19	0150657370 electn trk fuel	06/17/19	50.00	.00	.00	50.00
6/17ems	06/17/19	0151404450 ems supplies	06/17/19	10.47	.00	.00	10.47
6/17parks	06/17/19	0154014550 parks fuel	06/17/19	35.03	.00	.00	35.03
6/17recy	06/17/19	0152174270 recy diesel	06/17/19	133.61	.00	.00	133.61
Vendor Total: COUNTRY MT				229.11	.00	.00	229.11
Vendor: CSI Custom Solutions Inc.							
2452	06/17/19	0150803380 computers lease	06/17/19	2,535.00	.00	.00	2,535.00
2452	06/17/19	0150153190 sher proptax softw	06/17/19	780.00	.00	.00	780.00
2453	06/17/19	0150153190 sher softwr adjstmt	06/17/19	734.00	.00	.00	734.00
Vendor Total: CSI				4,049.00	.00	.00	4,049.00
Vendor: DAHLEM AH Dahlem Animal Hospital							
May2019	06/17/19	0152055490 animctri medicals	06/17/19	325.00	.00	.00	325.00
Vendor Total: DAHLEM AH				325.00	.00	.00	325.00

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Vendor: DEERE John Deere Financial							
G03967	06/17/19	0154014060 parks shears,fluid	06/17/19	73.97	00	00	73.97
Vendor Total: DEERE				73.97	00	00	73.97
Vendor: EMSCONSULT EMS Consultants Ltd.							
15218_May2019	06/17/19	0151403200 ems billing svcs	06/17/19	1,599.38	00	00	1,599.38
Vendor Total: EMSCONSULT				1,599.38	00	00	1,599.38
Vendor: FISCALSOFT Fiscalsoft Corp.							
2019-086	06/17/19	0150404450 accting software	06/17/19	39,985.00	00	00	39,985.00
Vendor Total: FISCALSOFT				39,985.00	00	00	39,985.00
Vendor: FNIX Frank Nix Flooring							
annex	06/17/19	0150865710 annex hall floor	06/17/19	3,079.00	00	00	3,079.00
cths foyer	06/17/19	0150805710 elevatorfoyer floor	06/17/19	294.40	00	00	294.40
Vendor Total: FNIX				3,373.40	00	00	3,373.40
Vendor: GETSET Get Set Graphics							
4187_March	06/17/19	0150803380 website mainten	06/17/19	75.00	00	00	75.00
4175_May	06/17/19	0150803380 website mainten	06/17/19	75.00	00	00	75.00
Vendor Total: GETSET				150.00	00	00	150.00
Vendor: KACCOIA KACo Insurance Agency							
B24124	06/17/19	0191005210 treasurer bond	06/17/19	4,087.27	00	00	4,087.27
Vendor Total: KACCOIA				4,087.27	00	00	4,087.27
Vendor: KACOWC KACo Workers Compensation Fund							
W190486	06/17/19	0194002090 19/20 insur premium	06/17/19	66,086.65	00	00	66,086.65
Vendor Total: KACOWC				66,086.65	00	00	66,086.65
Vendor: KALF KACo All Lines Fund							
K190046	06/17/19	0191005210 19/20 zoning insur	06/17/19	6,435.00	00	00	6,435.00
K190087	06/17/19	0191005210 19/20 insur premium	06/17/19	71,021.61	00	00	71,021.61
Vendor Total: KALF				77,456.61	00	00	77,456.61
Vendor: KIPDA KIPDA							
Spencer18/19	06/17/19	0191005510 county membership	06/17/19	1,073.00	00	00	1,073.00
Vendor Total: KIPDA				1,073.00	00	00	1,073.00
Vendor: KNIGHTELE Knight Electric							
park.LWCF	06/17/19	0154017410 ballfield lights	06/17/19	97,889.00	00	00	97,889.00
Vendor Total: KNIGHTELE				97,889.00	00	00	97,889.00
Vendor: KYPSYCH Ky Psychological Associates							
D.Gustafson	06/17/19	0153105070 court-ordered fee	06/17/19	325.00	00	00	325.00
Vendor Total: KYPSYCH				325.00	00	00	325.00
Vendor: L&W EE L & W Emergency Equipment							
26887	06/17/19	0150155920 sher veh striping	06/17/19	125.00	00	00	125.00
Vendor Total: L&W EE				125.00	00	00	125.00
Vendor: LCNI The Spencer Magnet							
8/17co	06/17/19	0150803020 misc co ads	06/17/19	1,347.71	00	00	1,347.71

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General

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
6/17electn	06/17/19	0150657370 election notices	06/17/19	318.04	.00	.00	318.04
6/17zoning	06/17/19	0150703020 zoning ads	06/17/19	279.37	.00	.00	279.37
Vendor Total: LCNi				1,945.12	.00	.00	1,945.12
Vendor: LHESSELBRK	Lynn Hesselbrock						
6/17mileage	06/17/19	0150105760 reimb conf mileage	06/17/19	96.76	.00	.00	96.76
Vendor Total: LHESSELBRK				96.76	.00	.00	96.76
Vendor: LIBERTY	Liberty Tire Recycling LLC						
tires	06/17/19	015340468T tires grant expense	06/17/19	4,000.00	.00	.00	4,000.00
Vendor Total: LIBERTY				4,000.00	.00	.00	4,000.00
Vendor: LOUTRACK	Louisville Track Club						
6/17roadlitter	06/17/19	0153404680 7.155mi cleanup	06/17/19	672.90	.00	.00	672.90
Vendor Total: LOUTRACK				672.90	.00	.00	672.90
Vendor: LOWES	Lowe's						
6/17annex	06/17/19	0150865710 annex restrm sinks	06/17/19	222.76	.00	.00	222.76
Vendor Total: LOWES				222.76	.00	.00	222.76
Vendor: MEDREPAIR	Medical Repair Inc dba EMSAR						
SI-44224	06/17/19	0151405500 ems cots mainten	06/17/19	516.28	.00	.00	516.28
Vendor Total: MEDREPAIR				516.28	.00	.00	516.28
Vendor: MTRI	Med-Tech Resources LLC						
104284	06/17/19	0151405500 ems medic supplies	06/17/19	225.07	.00	.00	225.07
Vendor Total: MTRI				225.07	.00	.00	225.07
Vendor: NEOPOST	Neopost USA Inc.						
15756173	06/17/19	0150104450 clk inkcartridg	06/17/19	420.00	.00	.00	420.00
Vendor Total: NEOPOST				420.00	.00	.00	420.00
Vendor: PRGRAD	SCHS Project Graduation						
6/17roadlitter	06/17/19	0153404680 8.065mi cleanup	06/17/19	747.25	.00	.00	747.25
Vendor Total: PRGRAD				747.25	.00	.00	747.25
Vendor: QUADMED	Quad Med Inc.						
151111	06/17/19	0151406590 ems medic supplies	06/17/19	357.00	.00	.00	357.00
Vendor Total: QUADMED				357.00	.00	.00	357.00
Vendor: QUILL	Quill Corporation						
7907110	06/17/19	0150104450 clk nameplate,mats	06/17/19	42.98	.00	.00	42.98
7907218	06/17/19	0150104450 clk chairmats	06/17/19	131.96	.00	.00	131.96
7937879	06/17/19	0150404450 treas inkcartridges	06/17/19	313.86	.00	.00	313.86
7937879	06/17/19	0150807210 mainten inkcartrdg	06/17/19	313.86	.00	.00	313.86
7948204	06/17/19	0150404450 treas inkcartridg	06/17/19	116.60	.00	.00	116.60
7948204	06/17/19	0150807210 mainten inkcartrdg	06/17/19	116.60	.00	.00	116.60
7994316	06/17/19	0150104450 dep clk nameplate	06/17/19	11.59	.00	.00	11.59
7741141	06/17/19	0150104450 clk officesupplies	06/17/19	48.56	.00	.00	48.56
Vendor Total: QUILL				1,096.01	.00	.00	1,096.01
Vendor: RADIOSHACK	Taylorsville RadioShack						
10074514	06/17/19	0150104450 clk computer repair	06/17/19	35.00	.00	.00	35.00

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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: RADIOSHACK				35.00	.00	.00	35.00
Vendor: SCTOURISM	Spencer County Tourism Comm.						
6/17receipts	06/17/19	0154205660 tourism receipts	06/17/19	1,184.26	.00	.00	1,184.26
Vendor Total: SCTOURISM				1,184.26	.00	.00	1,184.26
Vendor: SOFTW MGMT	Software Managemant LLC						
29285	06/17/19	0150105850 cik softwr program	06/17/19	2,522.00	.00	.00	2,522.00
Vendor Total: SOFTW MGMT				2,522.00	.00	.00	2,522.00
Vendor: SWACK	Solid Waste Coordinators of KY						
Spencer19/20	06/17/19	0191005510 membership	06/17/19	75.00	.00	.00	75.00
Vendor Total: SWACK				75.00	.00	.00	75.00
Vendor: TB&A	Tony's Brake & Alignment						
164376	06/17/19	0150155920 sher van alignmt	06/17/19	100.00	.00	.00	100.00
Vendor Total: TB&A				100.00	.00	.00	100.00
Vendor: TVILLEHARD	Taylorsville Hardware						
6/17cths	06/17/19	0150805710 cthse repair	06/17/19	26.47	.00	.00	26.47
6/17parks	06/17/19	0154014060 parks drainclear	06/17/19	6.79	.00	.00	6.79
6/17recy	06/17/19	0152175860 recycl fasteners	06/17/19	8.91	.00	.00	8.91
6/17sher	06/17/19	0150155860 sher bldg repair	06/17/19	18.57	.00	.00	18.57
6/17sher	06/17/19	0150154450 sher batteries.tape	06/17/19	23.98	.00	.00	23.98
Vendor Total: TVILLEHARD				84.72	.00	.00	84.72
Vendor: UNIFIRST	Unifirst Corp						
6/17anim	06/17/19	0152055780 animctr unif.cust	06/17/19	129.37	.00	.00	129.37
6/17annex	06/17/19	0150865780 annex custod.mats	06/17/19	291.55	.00	.00	291.55
6/17cths	06/17/19	0150804110 cths custod.mats	06/17/19	269.28	.00	.00	269.28
6/17ems	06/17/19	0151405860 ems custod.mats	06/17/19	214.48	.00	.00	214.48
6/17judg	06/17/19	0150014450 judge floormats	06/17/19	6.84	.00	.00	6.84
6/17maint	06/17/19	0150807210 maint unif.custo	06/17/19	240.55	.00	.00	240.55
6/17parks	06/17/19	0154015780 parks unif.custod	06/17/19	486.80	.00	.00	486.80
6/17pva	06/17/19	0150305780 pva floormats	06/17/19	47.04	.00	.00	47.04
6/17recy	06/17/19	0152175780 recyc unif.custo	06/17/19	397.32	.00	.00	397.32
6/17sher	06/17/19	0150155780 sher custod.mats	06/17/19	210.06	.00	.00	210.06
6/17zoning	06/17/19	0150705780 zoning custod.mats	06/17/19	140.04	.00	.00	140.04
Vendor Total: UNIFIRST				2,433.33	.00	.00	2,433.33
Vendor: USPOST	U.S. Postal Service						
6/17occtax	06/17/19	0150474450 occtax envelopes	06/17/19	633.65	.00	.00	633.65
Vendor Total: USPOST				633.65	.00	.00	633.65
Vendor: WRIGHTEXPR	Wex Bank						
6/17anim	06/17/19	0152055920 animctr fuel	06/17/19	260.93	.00	.00	260.93
6/17ems	06/17/19	0151404550 ems fuel	06/17/19	2,107.16	.00	.00	2,107.16
6/17mainten	06/17/19	0150807210 mainten fuel	06/17/19	225.35	.00	.00	225.35
6/17parks	06/17/19	0154014550 parks fuel	06/17/19	864.32	.00	.00	864.32
6/17recyc	06/17/19	0152174270 recycl fuel	06/17/19	121.18	.00	.00	121.18
6/17sher	06/17/19	0150154550 sheriff fuel	06/17/19	2,342.15	.00	.00	2,342.15
6/17zoning	06/17/19	0150704450 zoning fuel	06/17/19	106.38	.00	.00	106.38

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General

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: WRIGHTEXPR				6,027.47	.00	.00	6,027.47

* These invoices are on hold.

Report Total: Invoices	326,686.06
Open Credits	.00
Less Discounts Available	.00
Net Balance Due	326,686.06

*** Report Options ***
 Vendors: ALL
 Invoice Dates: ALL
 Status: Released
 Accounts: 0149090000 to 01GROSS
 As Of: Current Date (06/14/2019)
 *** End of Report ***

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Road

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: A&MOIL		A & M Oil Company Inc					
71831	06/18/19	0261054550 road fuel	06/18/19	73.40	.00	.00	73.40
72083-2	06/18/19	0261054550 road fuel	06/18/19	1,388.27	.00	.00	1,388.27
72120	06/18/19	0261054550 road fuel	06/18/19	857.95	.00	.00	857.95
72222	06/18/19	0261054550 road fuel	06/18/19	1,684.42	.00	.00	1,684.42
Vendor Total: A&MOIL				4,004.04	.00	.00	4,004.04
Vendor: AUTOZONE		Auto Zone					
4547339884	06/18/19	0261055920 clamps	06/18/19	30.99	.00	.00	30.99
4547352990	06/18/19	0261055920 battery fluid	06/18/19	55.98	.00	.00	55.98
Vendor Total: AUTOZONE				86.97	.00	.00	86.97
Vendor: CARDINAL		Cardinal Office Products					
IN-1797640	06/18/19	0261054450 rd notepads	06/18/19	8.63	.00	.00	8.63
Vendor Total: CARDINAL				8.63	.00	.00	8.63
Vendor: CERTILAB		Certified Laboratories					
3848915	06/18/19	0261055920 lubricants	06/18/19	179.85	.00	.00	179.85
3855945	06/18/19	0261055920 lubricants	06/18/19	179.85	.00	.00	179.85
Vendor Total: CERTILAB				359.70	.00	.00	359.70
Vendor: CINTAS		Cintas Corporation					
5013542854	06/18/19	0261054690 first aid supplies	06/18/19	296.58	.00	.00	296.58
5013756472	06/18/19	0261054690 first aid supplies	06/18/19	81.29	.00	.00	81.29
Vendor Total: CINTAS				377.87	.00	.00	377.87
Vendor: COUNTRY MT		Taylorsville Country Mart					
8/18road	06/18/19	0261054550 road waters	06/18/19	49.90	.00	.00	49.90
Vendor Total: COUNTRY MT				49.90	.00	.00	49.90
Vendor: CTW ELECTR		CTW Electrical Co. Inc.					
1190041-001	06/18/19	0261055920 hose ties	06/18/19	92.26	.00	.00	92.26
Vendor Total: CTW ELECTR				92.26	.00	.00	92.26
Vendor: CWLE		County Wide Lawn Equipment					
8/18road	06/18/19	0261054670 weedeater heads	06/18/19	65.98	.00	.00	65.98
Vendor Total: CWLE				65.98	.00	.00	65.98
Vendor: DCS		Derby City Supply Inc.					
21103	06/18/19	0261054670 hoses, fittings	06/18/19	191.45	.00	.00	191.45
Vendor Total: DCS				191.45	.00	.00	191.45
Vendor: KACOWC		KACo Workers Compensation Fund					
W190486	06/18/19	0294002090 19/20 insur premium	06/18/19	44,057.78	.00	.00	44,057.78
Vendor Total: KACOWC				44,057.78	.00	.00	44,057.78
Vendor: KALF		KACo All Lines Fund					
K190087	06/18/19	0291005210 19/20 insur premium	06/18/19	47,347.74	.00	.00	47,347.74
Vendor Total: KALF				47,347.74	.00	.00	47,347.74
Vendor: MTD AUTO		MTD Auto Glass					
W362784	06/18/19	0261055920 sideglass	06/18/19	195.98	.00	.00	195.98

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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: MTDAUTO				195.98	.00	.00	195.98
Vendor: RUMPKE	Rumpke of Kentucky, Inc						
3110279	06/18/19	0261055780 litter dumpster	06/18/19	751.89	.00	.00	751.89
Vendor Total: RUMPKE				751.89	.00	.00	751.89
Vendor: SHELBYAUTO	Shelby County Automotive Inc						
May2019-rd	06/18/19	0261055920 parts	06/18/19	28.80	.00	.00	28.80
Vendor Total: SHELBYAUTO				28.80	.00	.00	28.80
Vendor: SRMCONCRETE	SRM Concrete						
20124804	06/18/19	0261054070 TenMile blocks	06/18/19	225.00	.00	.00	225.00
20124857	06/18/19	0261054070 TenMile blocks	06/18/19	250.00	.00	.00	250.00
20124884	06/18/19	0261054070 TenMile block	06/18/19	225.00	.00	.00	225.00
Vendor Total: SRMCONCRETE				700.00	.00	.00	700.00
Vendor: TRUCKPRO	TruckPro, LLC						
063-0334081	06/18/19	0261055920 trk106 tarp motor	06/18/19	219.95	.00	.00	219.95
063-0334096	06/18/19	0261055920 trk106 tarp	06/18/19	115.36	.00	.00	115.36
063-0334135	06/18/19	0261055920 tarp switch	06/18/19	28.23	.00	.00	28.23
063-0334197	06/18/19	0261055920 exhaust pipe	06/18/19	78.36	.00	.00	78.36
Vendor Total: TRUCKPRO				441.90	.00	.00	441.90
Vendor: TVILLEHARD	Taylorsville Hardware						
6/18road	06/18/19	0261054470 shovels	06/18/19	27.48	.00	.00	27.48
6/18road	06/18/19	0261055920 spring,bolts,batt	06/18/19	99.01	.00	.00	99.01
Vendor Total: TVILLEHARD				126.49	.00	.00	126.49
Vendor: UNIFIRST	Unifirst Corp						
6/18road	06/18/19	0261055780 road uniforms,custo	06/18/19	773.52	.00	.00	773.52
Vendor Total: UNIFIRST				773.52	.00	.00	773.52
Vendor: WRIGHTEXPR	Wax Bank						
6/18road	06/18/19	0261054550 ma3 fuel	06/18/19	274.12	.00	.00	274.12
Vendor Total: WRIGHTEXPR				274.12	.00	.00	274.12

* These invoices are on hold.

Report Total: Invoices	99,934.82
Open Credits	.00
Less Discounts Available	.00
Net Balance Due	99,934.82

*** Report Options ***
 Vendors: ALL
 Invoice Dates: ALL
 Status: Released
 Accounts: 0250011010 to 02GROSS
 As Of: Current Date (06/14/2019)
 *** End of Report ***

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bill

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: CLINICAL		Clinical Solutions Pharmacy					
64857	06/19/19	MEDICAL	06/19/19	2,460.03	.00	.00	2,460.03
Vendor Total: CLINICAL				2,460.03	.00	.00	2,460.03
Vendor: SCODET		Shelby County Detention Center					
03052019	06/19/19	5/19 HOUSING	06/19/19	26,248.92	.00	.00	26,248.92
Vendor Total: SCODET				26,248.92	.00	.00	26,248.92
Vendor: WRIGHTEXPR		Wex Bank					
6/19jail	06/19/19	0351014550 jailer fuel	06/19/19	539.39	.00	.00	539.39
Vendor Total: WRIGHTEXPR				539.39	.00	.00	539.39
* These invoices are on hold.							29,248.34
Report Total: Invoices							.00
Open Credits							.00
Less Discounts Available							.00
Net Balance Due							29,248.34

*** Report Options ***
 Vendors: ALL
 Invoice Dates: ALL
 Status: Released
 Accounts: 0350801770 to 03GROSS
 As Of: Current Date (06/14/2019)
 *** End of Report ***

ADDITIONAL INVOICES AND TRANSFERS

GENERAL FUND INVOICES/TRANSFERS

Lowry Brown	0150701910 zoning meeting 6/6	60.00
Dwight Clayton	0150701910 zoning meeting 6/6	60.00
Gordon Deapen	0150701910 zoning meeting 6/6	60.00
Diana Fauc	0150701910 zoning meeting 6/6	60.00
Marsha Mudd	0150701910 zoning meeting 6/6	60.00
Ted Noel	0150701910 zoning meeting 6/6	60.00
Anthony Travis	0150701910 zoning meeting 6/6	60.00
Paula Wheatley	0150701910 zoning meeting 6/6	60.00
US Postmaster	0150014450 judge postage	55.00
	0150155630 sheriff postage	55.00
City Waterworks	misc co bldgs utilities	310.17
AT&T	0150865780 annex uverse	64.25
Frank Nix Flooring	previous approved, annex restroom	1100.00
Frank Nix Flooring	previous approved, courthouse elevator	170.00
AT&T	0150865780 annex uverse	64.25
RBK Enterprises	0150805710 cths plumbing	867.00

- Overtime, additional salaries and meetings, and leave payouts will be create a shortage in several payroll-related accounts by 6/30; transfers are required in anticipation of payroll expenses from now til 6/30; transfer the following
 transfer \$45 to 0150651930 (election commissioners meetings) from 0150651920 (poll workers)
 transfer \$3500 to 0150151230 (court security salaries) from 0150151030 (sheriff deputies salaries)
 transfer \$200 to 0150471420 (occ tax admin salary) from 0150475780 (occ tax utilities)
 transfer \$200 to 0152171610 (recycling salaries) from 0152175780 (recycling utilities)
 transfer \$200 to 0154011070 (parks director salary) from 0154014670 (parks equipment)
 transfer \$200 to 0154011790 (parks pt-time help) from 0154014670 (parks equipment)
 transfer \$500 to 0154011850 (parks asst dir salary) from 0154014670 (parks equipment)
- Recently approved upgrades to annex facility are unbudgeted and require a transfer to pay contractors; transfer \$260 to 0150865710 (annex bldg maintenance) from 0150865780 (annex utilities) and transfer \$3300 from 0150805710 (cths bldgs maintenance)
- Recently approved additional software for sheriff dept is unbudgeted; a transfer will be required to begin monthly payments; transfer \$700 to 0150153190 (sheriff software) from 0151404550 (sheriff fuel)
- Required legal notices for election info exceed the available free balance; a transfer is required for payment of ad space; transfer \$610 to 0150657370 (election expense) from 0150653470 (polling place)
- Required legal notices for zoning changes exceed the available free balance; a transfer is required for payment of ad space; transfer \$150 to 0150703020 (zoning ads) from 0194002090 (work comp insur)
- Rising fuel costs and office expenses are exceeding the original budget for zoning office expenses; a transfer will be required for expenses thru 6/30; transfer \$100 to 0150704450 (zoning office exp) from 0194002090 (work comp insur)
- Required legal notices for co audits & budgets will exceed available free balance; a transfer will be required for payment of ad space; transfer \$1100 to 0150803020 (co ads) from 0194002090 (work comp insur)
- Courthouse custodial expenses are exceeding the original budget and required a transfer for expenses thru 6/30; transfer \$300 to 0150804110 (custodial supplies) from 0150805710 (bldg maintenance)
- Month-end utility expenses will likely exceed available free balance; a transfer will be required to pay pre-approved utility bills; transfer \$200 to 0152055780 (animal ctrl utilities) from 0152055920 (animctrl veh mainten)
- Rising fuel costs will exceed available free balance for parks fuel by months end; a transfer will be required for payment; transfer \$100 to 0154014550 (parks fuel) from 0154014670 (parks equipment)

