

SPENCER COUNTY FISCAL COURT

Fiscal Court Meeting Room
28 East Main Street

Monday, July 1, 2019

9:00am **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. infrastructure article
 - 2. Auditor newsletter regarding procurement
 - 3. State salaries adjustment report
- G. Communications/reports from Members, Other Offices, and Committees
 - 1. Zoning, readings and recommendations
 - 2. Update on City FEMA Drainage Project, City Clerk Steve Biven
 - 3. Parks & Rec committee report
 - 4. Veterans Committee report
 - 5. Solid Waste/109 Board report:
 - a) recycle grant
 - 6. Buildings & Grounds committee report
 - a. roof quotes for maintenance bldg and mpcaa (Sharp's Siding, RBK, Bone Dry Roofing)
 - b. concrete work quotes for behind maintenance/election bldg (RBK and Volz Excavating)
 - c. camera quotes for recycle and election
 - 7. Animal shelter committee report
 - 8. Telecommunications committee:
 - a) Spectrum franchise agreement
 - 9. Equipment Committee
 - a. vehicle repairs by Williams Body Shop per insurance authorization
 - 10. Sheriff dept:
 - a. department report
 - b. radio coverage concerns

c. radio sealed bids

H. Old Business

1. Employee pay rates proposal

I. New Business

1. Roads:
 - a) Ordinance No 9 (2019series) second reading and adoption for Elk Chase roads
 - b) authorization to begin Elk Chase repairs using available bond funds
 - c) authorization to begin Pilots Way repairs using available bond funds
 - d) authorization to request emergency state funds for Hochstrasser Rd bridge
 - e) Designation of roads for FLEX funds request
 - f) Designation of roads for discretionary paving request
 - g) Roberts Road waterline easement
2. Ordinance No 1 (2020series) for amendment to administrative code, first reading
3. drug testing procedures
4. health board tax rates
5. Proposal for FYE2019 audit from RWH
6. Jail contract with Shelby County for 2019/2020
7. Dept of Agriculture grant
8. Review and approval of expenditures, purchases, invoices & transfers

J. Adjournment

**ANNOUNCEMENTS, COMMUNITY EVENTS
and TRAINING OPPORTUNITIES**

KACO Leadership Institute classes

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

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

SPENCER COUNTY FISCAL COURT
FISCAL COURT MEETING ROOM
28 EAST MAIN STREET
MONDAY, JULY 1, 2019, 9:00 AM
MEETING MINUTES

Opening prayer

- A. Pledge of Allegiance to the U. S. and Kentucky flags
- B. Call to order by County Judge Executive, John Riley
- C. Roll Call by Spencer County Clerk, Lynn Hesselbrock- all present
- D. Approval of minutes from previous meetings
 - Motion made by Esq. Beaverson, seconded by Esq. Brewer, with all members present voting "aye" except Judge Riley, who voted "nay" it is hereby ordered to approve the minutes from the June 17, 2019 Fiscal Court meeting with any corrections being made.

Page 82, rod should be "road"

Page 1, item D, the Judge said that the corrections were not noted after the motion to approve the minutes.

The Judge said that he was concerned about the amount of detail in the minutes. He said that they talked about this before, that they had this issue before, it's gone before the Attorney General and everything else. The Judge then noted the following corrections:

Page 2, item 4, should read "109" board rather than 1098.

Page 2, item 4, should be Karen "Clark", the Deputy Judge, rather than "Spencer"

Page 2, item 4, the Judge said it was not an "application" but it referenced acceptance of a grant award

Page 2, item 4, the Judge said it wasn't a "request", it was the "agreement"

Page 5, 3rd line down, should read "\$25.00" not "\$35.00"

Page 13, Sheriff salary cap was cut by \$108,000.00 not \$180,000.00.

The Judge said that he could go on and on. A considerable amount of detail that's put into these minutes. He said that he knew that the Clerk spent a lot of time, obviously trying to make sure that these are correct, but he said that there were errors throughout this. He said the issue before, when it came up before the Attorney General was that they struck a lot of the "he said, she said" detail that the Clerk is putting into the minutes, and he said he could go on. The Judge said that all of them had been given a DVD of their meeting, and it was about a 3- hour meeting. The Judge said that the only way that the Magistrates could vote to approve the minutes the way they were written, is to be able to read the minutes as they were watching the DVD to make sure that the errors. He said he thought that there was way too much detail, that the minutes really should be a reflection of the actions of the Court. He said that he understood that there needed to be some things that may have been said or discussed, but for the most part, it's discussion on the motion. He said he had given them all a DVD of the meeting, and he was making it a standing order that each of them gets a copy of the DVD of their meetings, because if this continued, they were going to have to. The Judge said that he had sat through the 3- hour meeting for a second time in order to see these things. He said that there were a number of errors. The Judge said that the glaring errors that he saw with the amount of detail that's in these, were the omissions, that didn't show up on here, that he could say that there was an error. It was the omissions of what's not in the details. The Judge said it was important because once they approved them, they were the official minutes. He said that he was sure there were others, but he was going to stop there.

- Motion made by Esq. Beaverson, seconded by Esq. M. Moody, with all members of the Court present voting "aye", it is hereby ordered to approve the minutes from the June 21, 2019 special meeting.

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

1. Mr. Roy Legaspi came before the Court to say that he was a firm attendee to the Fiscal Court meetings. He said that he had the budget, and he had the employee salary increase proposal. He said that he had to manually go into an excel spreadsheet to create a document with the actual salary increase percentage of the Judge's requested pay increases. He said that he was appalled and amazed that the Court would even consider the proposal that was made, especially when the highest increase in pay was for the Judge Executive's staff who was part time who probably not been there for a year, if that. He said that this was the same individual that the Judge had proposed to change to fulltime which would add more than \$40,000.00 in increase and expenses to the County. He said that he believed that we did not need to increase taxes, and he believed that they were headed in that direction if they did not stop these expenses and the appalling expenditures that they were making. He said that he was still annoyed that the software that cost \$40,000.00, and maintenance that cost over \$250,000.00 over the next ten to twenty years. He was appalled by that. He went on that Jefferson County had put their foot down, and Spencer County needed to put their foot down. They needed to stop these expenses. He said that he could understand buying police cars and buying Sheriff cars, but he could not understand spending money without due diligence and the research that was necessary in the huge expenditures. He said that he was told that they did not have committee meetings; and if they had committee meetings that they would have knowledge to make decisions. He said then they brought up something like salary increases with no research whatsoever, he said that he called it "ramrodding". He said this was when somebody threw something on the budget, threw something on the agenda without Magistrates having any information to make decisions. He said the Magistrates were being spoon-fed and that they needed to look at the things that were happening and put a stop to it. He said that if they did not, there was going to be a tax increase, and a lot of people were not in favor of a tax increase.

2. Mr. Gene Balter and his wife Susan, came before the Court to say that they were concerned about the grant that was applied for and approved for the recycle center. He said that he had not been at previous meetings where this had been discussed, so he was going on what he had read in the Magnet. He said that his understanding was that there had been some talk about turning down acceptance of the grant. He said that he had come to Court to ask them to seriously reconsider turning down the grant. He said that he didn't know if the members of the Court had spent any time taking items to the recycle center, but that he and his wife did. They did a considerable amount of recycling at their home, of just about every type of item that could be recycled. He said that it was amazing to him, that a County the size of Spencer, how much the recycling center was being used by the citizens. He said that he thought that anything they could do to improve the facility was to the benefit of the county and to the citizens. He said that the other side of the issue was, and he was a civil engineer by trade, and environmental engineering was a subset of that; that he thought to himself if the recycle center was not used, or got closed, where would that material go? He said that there were only two options; it would get placed in a landfill which would be an environmental disaster, or people were going to be illegally dumping more than they probably did. He said that by having the recycling center in place, and making sure it was the best one it could be and accepting the grant to make some improvements to it, he thought was in the best interests of the county and the citizens. He said it seemed crazy to him that they had applied for a grant, get the grant, and then say no thanks, we don't want this free money that you are giving to us. He said that we needed to take advantage of that make the appropriate improvements to the county.

3. Mr. Ed Mahurin from Elk Chase subdivision, came before the Court and asked his neighbors in the audience to stand up. He said that they were there in support of Ordinance #9 that was up for consideration today. He thanked them for taking it up and considering it. He gave a history of the roads came to be as they were currently. The subdivision was started in 2006 by Properties Limited,

John Miller and his partners. They went through the necessary steps and filed a plat showing the lots and the road and utility easements. They signed an agreement with the County titled "agreement to complete improvements and provide road bond" this was done on August 23rd of 2006, between the developers and the County. On August 25 2006, Synergy, the engineering firm that the County used, recommended approval of the road plan for the subdivision. In June of 2007, Synergy inspected the roads in the subdivision. The roads were built to the County regulations at that time which were set up by the Planning and Zoning office, the joint City/County agency. The road bond was established based on the regulations through the Planning and Zoning Administration, in an amount that was prescribed. In October of 2018, the developers were keeping up the roads for a while as construction caused damage to the roads. The developers would slowly come in and do repairs. The developers had sold all the property that was in the subdivision, they sold all the lots to a doctor out of Louisville, in the front section. The 84 acres that was supposed to be Phase Two of the subdivision, was sold to two other individuals: one was going to be a horse farm and the other was to be an agricultural project. The developers had sold all the property and wanted to be out of there. In October of 2018 the County learned that the developers were not going to renew the road bond, which they had been maintaining. On October 18th, there was a letter sent by the County Judge's office to the developers to call the letter of credit in its entirety for the road bond. The County received a check dated October 19th, from First Harrison Bank, in the amount of \$88,298.28, the full amount of the road bond. He ended by asking them to pass the ordinance and thanked them for taking the matter up.

4. Jason Grissom, a resident of Elk Chase subdivision, came before the Court to thank them for considering the ordinance to improve the roads in Elk Chase. He said that this was a text book example of what local government was supposed to do. He said that they had an issue that was beyond their scope to resolve in a timely manner. They did not have an avenue, other than the Court, to take it up and to help them, and they stepped up and were considering it. He urged the Court to vote in favor of the ordinance. He said that as of that morning, there was a spot on the road on the north of the subdivision that had degraded so much and so fast that it was nearly impassable. He said that was due to construction vehicles and building new homes back there. From that point on, there were ten homes back in the area. He said that the road probably would not make it until the end of the year, it may not make it until the end of summer. They would not be able to get to their homes. He said that he and Mr. Mahurin were back in that part, many of the residents who were present lived back in that part. He said that was ten families that would be completely disenfranchised from every single public government service that they had. Salt River electric would not be able to get back there, septic tanks would not be able to get emptied, friends and family would not be able to visit, mail would not be able to be delivered. He said that a little quick math would tell them that roughly 3.5 million dollars' worth of residential property was back there that would be rendered useless, and they wouldn't be able to get to their homes. PVA wouldn't be able to get back there to reassess their property because they couldn't drive the roads. He urged them to vote for the ordinance and that it was a good thing and it was what they were there for and that was why they were there, because it was an important issue for them.

F. Communications from the County Judge Executive

1. The Judge said that he had just received an open records request from the County Clerk. He said that he made a point to include those to make them aware of them.

2. There was an article about infrastructure in their packets that he encouraged the Magistrates to read.

3. There was an article from the Auditor regarding the need to amend the Administrative Code to reflect the increase in the procurement amount from \$20,000.00 to \$30,000.00 to require a bid.

4. There was an article from the Governor's office titled " Governor Bevin to announce state employee salary schedule adjustment." He said that a lot of what he was concerned about in Spencer County was the need to be competitive with pay rates for the workforce for recruitment and

more importantly, for retention of good employees. He said that they would be taking up pay rates later that morning.

5. There was an article titled "Never push loyal employees to the point they no longer care."

6. The Fiscalsoft software was now fully installed along with the new server that they had agreed to supply. Anytime you made a conversion like that, it was expected to have some problems. It had been particularly difficult for Karen; her computer was down for two full days last week.

7. Esq. Beaverson and Judge Riley had attended the 2019 KCJEA/KMCA summer conference in Lexington last week and the Judge thought that of all the conferences he had been to, both as a Magistrate, and as County Judge, that this was one of the better conferences. There was a record number of newly elected officials: 60 new County Judges out of 120 and quite a few, many more than that, Magistrates and Commissioners. Four were on this Court, Esq. M. Moody had some experience in the Bill Karrer court. There were a lot of new officials, and there was record attendance at this conference. He wanted to make note, as they all knew, when they opened their meetings, they began with a pledge to the U.S. flag as well as the Kentucky flag. He had been talking to both associations and to legislative leaders to also include that and they made history in that the at conference was the first time in history that they also included the pledge to the Kentucky flag in the opening ceremony, and he said that he was honored to be asked to lead that pledge. Also, there was House Speaker, David Osborne and Senate President Robert Stivers, and hopefully they would see them begin to see them open their meetings with that.

8. Communication from the County Attorney outlining some of their accomplishments over the last six months. He said that he had submitted a detailed report to all of them, about a ten-page report, to try to explain where they were at that time and where they needed to be headed. He had asked each one of them to give him a list of their priorities. It was a sincere request from him and he needed to know what their priorities were and what their expectations were, for their term and for their district and for the County. If they set some goals, they were more likely to achieve those goals, and that they needed to be, they needed to work as a team. Some of them were completely unfamiliar with the way government had to work because of the requirements they had to meet, and the restrictions that they had. It was frustrating. The key was patience and being respectful for one another went a lot further than any alternative. He had been very open with all of them, and he hoped that they would agree, and if there was anything they were not getting, any information, from a department head or the Treasurer or the Finance Officer or him, let him know, because he wanted to make sure that they had the information they needed to make good decisions.

9. One of their most valuable assets was their employees. It was one of his goals as he spelled out to them in his ten-page report, that they needed to be market competitive in pay rates and be able to retain those employees.

10. The Judge congratulated every one of them, they had survived six months of the new administration and it had not been easy. There had been a lot of things that they had to wrestle with and there would be much more. They had mountains to climb and he looked forward to working with them as they moved forward.

11. Impending issues that remained unresolved. There were 33 items. One of them was the Ethics Commission. There were three vacancies on the Ethics Commission and he had intended to give them his recommendations at today's meeting but he had completely run out of time. He hoped to get that to them at the next meeting because there was no one on the Ethics Commission at this time. It had been difficult to find some people that wanted to serve on that. He hoped to resolve some of the issues at their meeting today, such as the animal shelter roof, they needed to do far better on their emergency planning and preparedness, they had security issues and fiscal court audio/video upgrade. The DVD he had given to them was acceptable to have an accurate accounting of

what was said around the table at their meetings. State highway improvements, Plum Ridge Road, Highway 636 and many others. The 2020 census, human resources management; he thought they needed a more professional approach to that. A major issue was the connector between I-65 and I-71: he heard a news report that this was going to be kicked up to one of the number one priority for the state. They needed to get on that and make their wishes known for how that needed to move forward. Solid waste, franchise agreement, economic development; his goal was to attract an agri-science center that would be part of the Spencer County school system and he was in the process of working with Senator Paul's office Sen. McConnell's office to help move that forward and he would be talking to the Governor's office about that. There was the Courthouse addition and renovation; he was trying to move up the allocation of funds for the design to the upcoming legislative session. There was a serious issue of the Courthouse HVAC sucking sewer gas into the offices. The vehicle fleet and equipment, Spears Drive FEMA drainage problem, Sheriff and EMS radios, FEMA projects from February 2018 event, employee pay rates, road repairs, EMS house demolition, additional storage for vehicles, Ray Jewell ballfield lighting, Admin Code and personnel policy, city-county sewer issue, natural gas, animal shelter, Taylorsville levee, 2020/2021 budget, litigation, the upcoming retirement of Karen Clark, phone system and cellphones.

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Important issues pending or unresolved: 33+ items

- Ethics Commission
- Animal Shelter Roof
- Animal Shelter Insulation
- Emergency Planning & Preparedness
- Security and Fiscal Court Audio/Video Upgrades
- Capital Improvements - Ongoing
- Highway Improvements – Hwy 155 / Hwy 44 / Hwy 55 to Shelbyville
- Other State Highway Improvements – Plum Ridge Rd, Hwy 636, Etc.
- 2020 Census
- Human Resources Management – Personnel Management
- Proposed Highway connecting I-65 and I-71
- Solid Waste/Garbage Franchise Bid to include Recycling Issue
- Economic Development – Agri-Science Center
- Courthouse Addition/Renovation
- Courthouse HVAC sewer gas problem
- Spears Drive FEMA Drainage Improvement Project
- Vehicle Fleet and Equipment – Replacements Needed including planning for EMS
- Sheriff/EMS Radios
- February 2018 FEMA Projects
- Employee Pay Rates
- Road Repairs – Special Projects
- EMS House Demolition
- EMS Ambulance Barn – Expansion
- Ray Jewell ballfield lighting project grant application 2nd field.
- ADMIN Code/Personnel Policy
- County / City Sewer Issue
- Natural Gas Issue
- Animal Shelter
- Taylorsville Levee
- 2020/2021 Budget and Revenue Needed / Increasing Pension, Personnel and Jail
- Litigation / Pending Lawsuits
- Preparing for upcoming retirement of Karen Clark/Doug Williams
- Phone System and Phones Upgrade – Cell Phones

The Judge said that their priorities and goals were going to change, probably had changed since they took office, he wanted them to communicate with him the goals for their districts, and for the county. Their charge was to move the county forward, not only in the next four years, but prepare it for the next fifteen or twenty or thirty years. It will take an awful lot of work, cooperation, patience and respect around the table and he hoped that they could all do that.

12. There was difficult and shocking news that one of their community leaders passed away. Mike Driscoll, it was very shocking, and they wanted to extend their thoughts, prayers and condolences to his family and he was the only member of the Levee Commission. He was not sure what provisions there were in the law to allow an appointment to be made because there were now three vacant positions out of three on the Levee Commission. The Levee Commission has been in discussions with the City to hopefully have the City be the sponsor, and essentially not need the Levee Commission to go through elections, because nobody wanted to go through elections and all that.

13. Robert Yates, was another member of the community that passed away. Some of them may or may not know that their Randy Bush's brother-in-law passed away. A very unfortunate thing happened with their Road Foreman's niece in Virginia; there was a tragic vehicle accident that took her life, she was thirty years old and had five children. Many of them didn't know this, but that was one reason that Todd was not there the end of last week.

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

1. Zoning readings and recommendation

There were none.

2. Update on City FEMA drainage project, City Clerk Steve Biven

Mr. Biven explained that when Judge Jenkins was in office the County agreed to match the City's contribution to a FEMA drainage project. He explained the breakdown of each entity that had a portion of the total project cost.

FISCAL COURT AGENDA ITEM

**Taylorsville Drainage Project (Houston Ct.)
Final Payment**

The Fiscal Court will be asked to approve their final payment for this project which is now complete. The county had agreed via an MOU with FEMA and DLG to be responsible for \$31,250 of the total project cost, however, the project came in under the one million dollars initially considered to be the cost of the project. We will refund DLG \$6,561.95 in grant funds and FEMA will keep \$26,247.80 accordingly.

As we discussed with Fiscal Court in the past, we decided to wait until we knew the final totals before coming back to the county for your final contribution. Having already paid \$22,781.35, the county's remaining share to pay is **\$7,374.99**, bringing the county's total contribution to \$30,156.34 (same as the city's).

As a reminder, FEMA paid for 75% of the project, with the remaining 25% coming from a local match. DLG paid 18.75% of that local match, with the city and county each paying 3.125%.

SPENCER COUNTY
F25 PG405

| Date | Vendor | Description | Expense Dollars Account | FEMA Grant Federal Acct | DLC Grant State Portion Acct | County Match | City Match |
|---------------------------------------|------------------------------|--------------------------------|----------------------------|-------------------------|------------------------------|----------------------|--------------------|
| City of Taylorville | | | | | | | |
| FEMA Hazard Mitigation Project | | | Total Grant Awarded | \$1,000,000.00 | | | |
| | | | Federal Share - 75% | \$750,000.00 | | | |
| | | | State Share - 18.75% | \$187,500.00 | | | |
| | | | County Match - 1.125% | \$11,250.00 | | | |
| | | | City Match - 1.125% | \$11,250.00 | | | |
| Fiscal Year 2011-2012 | | | | | | | |
| 12/08/11 | D/LZ | Preliminary Engineering Fees | \$4,188.00 | | | (\$2,094.00) | \$2,094.00 |
| 12/27/11 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$8,590.62 | | | (\$4,295.31) | \$4,295.31 |
| 12/28/11 | D/LZ | Preliminary Engineering Fees | | | | | |
| 01/01/12 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$1,320.00 | | | (\$660.00) | \$660.00 |
| 03/05/12 | D/LZ | Preliminary Engineering Fees | | | | | |
| 03/05/12 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$2,169.00 | | | (\$1,084.50) | \$1,084.50 |
| 03/08/12 | D/LZ | Preliminary Engineering Fees | | | | | |
| 03/05/12 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$10,161.02 | | | (\$5,080.51) | \$5,080.51 |
| 06/14/12 | D/LZ | Preliminary Engineering Fees | | | | | |
| 06/04/12 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$2,904.00 | | | (\$1,452.00) | \$1,452.00 |
| 06/08/12 | D/LZ | Preliminary Engineering Fees | | | | | |
| Totals for FY 11-12 | | | \$29,228.69 | \$0.00 | \$0.00 | (\$13,212.34) | \$16,116.35 |
| Fiscal Year 2012-2013 | | | | | | | |
| 07/03/12 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$915.00 | | | (\$457.50) | \$457.50 |
| 09/20/12 | Kendrick Natural Lands Trust | Indiana Bat Conservation MOA | \$1,656.00 | | | (\$828.00) | \$828.00 |
| 10/11/12 | D/LZ | Preliminary Engineering Fees | | | | | |
| 11/05/12 | Spencer County Fiscal Court | Reimburse 50% Indiana Bat | \$897.00 | | | (\$448.50) | \$448.50 |
| 11/05/12 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$542.00 | | | (\$271.00) | \$271.00 |
| 01/28/13 | D/LZ | Preliminary Engineering Fees | | | | | |
| 01/28/13 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$7,379.67 | | | (\$3,689.84) | \$3,689.84 |
| 05/26/2013 | D/LZ | Preliminary Engineering Fees | | | | | |
| 06/07/2013 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$1,744.00 | | | (\$872.00) | \$872.00 |
| 06/27/2013 | D/LZ | Preliminary Engineering Fees | | | | | |
| Totals for FY 12-13 | | | \$13,143.67 | \$0.00 | \$0.00 | (\$7,161.84) | \$5,981.83 |
| Fiscal Year 2013-2014 | | | | | | | |
| 07/02/13 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$1,461.50 | | | (\$730.75) | \$730.75 |
| 08/08/13 | D/LZ | Preliminary Engineering Fees | | | | | |
| 08/13/13 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$1,628.77 | | | (\$814.38) | \$814.38 |
| 11/27/13 | D/LZ | Preliminary Engineering Fees | | | | | |
| 12/03/13 | Spencer County Fiscal Court | Reimburse 50% Engineering fees | \$3,090.36 | | | (\$1,545.17) | \$1,545.17 |
| Totals for FY 13-14 | | | \$3,090.36 | \$0.00 | \$0.00 | (\$1,545.17) | \$1,545.19 |
| Fiscal Year 2014-2015 | | | | | | | |

| | | | | | | | | | | |
|-------------------------|--------------------------------------|--|--------------------------------|---------------|--------|--|--|--|--------|---------------|
| 6/30/2015 | FEMA - #2 | DLZ Engineering Fees - Inv # 14 | Federal Reimbursement | | | | | | | |
| | | To Accrue DLZ Engineering Fees | \$46,263.20 | (\$34,172.24) | \$0.00 | | | | | (\$4,122.04) |
| 6/30/2015 | FEMA - Accrue Receivable for DLZ | | | | | | | | | |
| | | To Accrue DLZ Engineering Fees | \$3,453.00 | (\$2,568.75) | \$0.00 | | | | | |
| | | \$3,453.00 X .75 = \$2,589.75 | | | | | | | | |
| 6/30/2015 | FEMA - Accrue Receivable for DLZ | | \$49,716.20 | (\$37,489.19) | \$0.00 | | | | \$0.00 | (\$34,172.04) |
| Totals for FY 14-15 | | | | | | | | | | |
| Fiscal Year 2015-2016 | | | | | | | | | | |
| 07/09/15 | DLZ Engineering Fees - Inv #14 | DLZ Payment accrued at 6/30/15 | | | | | | | | \$46,263.20 |
| 07/21/15 | DLZ Engineering Fees - Inv #15 | DLZ Payment accrued at 6/30/15 | | | | | | | | \$3,453.00 |
| 09/24/15 | FEMA - #3 | FEMA Reimb Receivable @ 6/30/15 | | | | | | | | (\$34,687.40) |
| 09/24/15 | FEMA - #4 | FEMA Reimb Receivable @ 6/30/15 | | | | | | | | (\$2,588.75) |
| 1/20/415 | DLZ Engineering Fees - Inv #16 | DLZ Engineering Fees | \$13,494.00 | \$13,494.00 | | | | | | |
| 1/20/415 | Roberson Pipe Cleaning Inv - 1 | Televising of Storm Sewers | \$15,293.70 | \$15,293.70 | | | | | | |
| 1/20/415 | John Dale - Attorney (7) Invoices | Legal Fees related to Project | \$216.75 | \$216.75 | | | | | | |
| 1/20/415 | Spence Magnet | already paid - Reimb. Gen. Fund | \$292.40 | \$292.40 | | | | | | |
| 03/22/16 | DLZ Engineering Fees - Inv #17 | DLZ Engineering Fees | \$10,637.04 | \$10,637.04 | | | | | | |
| 03/22/16 | FEMA - #6 | Federal Reimbursement | | (\$21,972.64) | | | | | | \$10,637.04 |
| 05/10/16 | FEMA - #6 | Federal Reimbursement | | (\$7,977.78) | | | | | | (\$7,977.78) |
| 6/30/2016 | DLZ Engineering Fees - Inv 18 | To Accrue DLZ Engineering Fees | \$10,087.50 | | | | | | | |
| 6/30/2016 | FEMA - Accrue Receivable for DLZ | | \$10,087.50 X .75 = \$7,565.63 | (\$7,565.63) | | | | | | |
| 6/30/2016 | John Dale - Attorney (5) Invoices | To Accrue John Dale Attorney Fees | \$1,172.00 | \$1,172.00 | | | | | | |
| 6/30/2016 | FEMA - Accrue for John Dale | | \$1,172.00 X .75 = \$879.75 | (\$879.75) | | | | | | |
| Totals for FY 15-16 | | | \$51,194.39 | (\$38,395.80) | \$0.00 | | | | \$0.00 | \$22,412.52 |
| Fiscal Year 2016-2017 | | | | | | | | | | |
| 08/12/16 | DLZ Engineering Fees - Inv #18 | DLZ Engineering Fees | \$0.00 | | | | | | | \$10,087.50 |
| 08/12/16 | John Dale - Attorney - (5) Invoices | Legal Fees related to Project | \$0.00 | | | | | | | \$1,173.00 |
| 09/20/16 | FEMA - #7 | Federal Reimbursement | | \$0.00 | | | | | | (\$8,448.37) |
| | | Rounding of FEMA Rec. at 6/30/16 | | \$0.01 | | | | | | |
| 1/20/9/16 | Garland S. Armstrong | 3 Surveys - (Lowell, Aubrey & Foster) | \$3,000.00 | | | | | | | \$3,000.00 |
| 1/20/9/16 | Matt Chapman Appraisal, LLC | 2 Appraisals - (Parsons 7 & 27) HR SI | \$5,000.00 | | | | | | | \$5,000.00 |
| 1/20/9/16 | John Dale - Attorney (7) Invoices | Legal Fees related to Project | \$1,057.25 | | | | | | | \$1,057.25 |
| 02/08/17 | FEMA - #8 | Federal Reimbursement | | (\$5,782.84) | | | | | | (\$5,782.84) |
| 03/01/17 | Stephen R. Foster | Reps of 9/9w - E - payment - 110 PR SI | \$5,000.00 | | | | | | | \$5,000.00 |
| 04/26/17 | FEMA - #9 | Federal Reimbursement | | (\$1,740.00) | | | | | | (\$1,740.00) |
| 05/09/17 | John Dale - Attorney fees | Federal Reimbursement | \$1,865.22 | | | | | | | \$1,865.22 |
| 06/30/17 | FEMA - accrue for John Dale | \$1865.22 X .75% = \$1398.91 | | (\$1,398.91) | | | | | | |
| 09/12/17 | Larry Wahlstrupp - ROW Easement | ROW Easement - 107 Hudson Ct | \$1,000.00 | | | | | | | \$1,000.00 |
| 09/30/17 | FEMA - accrue for Larry Wahlstrupp | \$1000.00 X .75% = \$750.00 | | (\$750.00) | | | | | | |
| 09/30/17 | CEDA-B Kriyy - Proddevelopment | To Accrue CEDA proddevelopment fees | \$10,000.00 | | | | | | | \$10,000.00 |
| 09/30/17 | FEMA - accrue receivable for CEDA | \$10,000.00 X .75% = \$7,500.00 | | (\$7,500.00) | | | | | | |
| 09/30/17 | John Dale - Attorney - (4) Invoices | To Accrue John Dale Attorney fees | \$809.56 | | | | | | | \$809.56 |
| 09/30/17 | FEMA - accrue for John Dale | \$809.56 X .75% = \$607.12 | | (\$607.12) | | | | | | |
| Totals for FY 16-17 | | | \$27,231.57 | (\$20,299.39) | \$0.00 | | | | \$0.00 | \$9,194.56 |
| Fiscal Year 2017 - 2018 | | | | | | | | | | |
| 07/16/17 | FEMA - #10 | Federal Reimbursement | | \$0.00 | | | | | | (\$2,148.91) |
| 08/17/17 | CEDA-B Kriyy-Proddevelopment | CEDA proddevelopment/ consult fees | \$0.00 | | | | | | | \$10,000.00 |
| 08/17/17 | John Dale - Atty - (4) June Invoices | Legal Fees related to Project | \$0.00 | | | | | | | \$809.50 |
| 6/28/2019 | | | | | | | | | | |

SPENCER COUNTY
F25 PG407

| | | | | | | | | | | | |
|------------|--|--|--------------|----------------|--|--|--|----------------|----------------|--|--|
| 08/17/17 | John Dale, Atty - (4) July invoices | 1 legal fees related to Project | \$973.27 | | | | | \$973.27 | | | |
| 08/17/17 | Spencer Circuit Court Clerk | Master Commissioner's - \$500 each | \$1,500.00 | | | | | \$1,500.00 | | | |
| 10/27/17 | FEMA - #11 | Fed. Reimb. - \$8107.12 accrued by 17 | \$310.00 | (\$1,864.06) | | | | \$310.00 | (\$9,962.06) | | |
| 08/19/17 | John Dale, Atty - 1 invoice | Legal Fees related to Project | \$8,000.00 | | | | | \$8,000.00 | | | |
| 08/19/17 | Spencer Circuit Court Clerk | Proj. Ct Comm. - Esatement D. Jewell | \$5,850.00 | | | | | \$5,850.00 | | | |
| 10/23/17 | Peace Contracting, LLC | Construction - #1 | \$890.00 | | | | | \$890.00 | | | |
| 10/23/17 | Garrett Armstrong | Survey - Owner property | \$503.25 | | | | | \$503.25 | | | |
| 10/23/17 | John Dale, Atty - August invoices | Legal Fees related to Project | \$89,325.43 | | | | | \$89,325.43 | | | |
| 12/11/17 | Peace Contracting, LLC | Construction - #2 | \$5,500.00 | | | | | \$5,500.00 | | | |
| 12/11/17 | CE/DA B. Kirby Redevelopment | CE/DA predevelopment / consult fees | \$1,050.00 | | | | | \$1,050.00 | | | |
| 12/11/17 | John Dale, Atty - Jewell Conditions | Legal Fees related to Project | \$1,050.00 | | | | | \$1,050.00 | | | |
| 01/13/18 | FEMA - #12 | Federal Reimbursement | | (\$5,236.69) | | | | | (\$187,500.00) | | |
| 02/05/18 | D.G. Grant (state portion) | State Share - 18.75% | | (\$17,906.57) | | | | | (\$17,906.57) | | |
| 02/20/18 | FEMA - #13 | Federal Reimbursement | | (\$17,906.57) | | | | | (\$187,600.00) | | |
| 02/20/18 | Peace Contracting, LLC | Construction - #3 | \$56,650.07 | | | | | \$56,650.07 | | | |
| 02/20/18 | John Dale, Atty | Construction - #4 - " rec'd via Leg. Claim " | \$45,328.64 | | | | | \$45,328.64 | | | |
| 02/20/18 | CE/DA B. Kirby Redevelopment | CE/DA predevelopment - " rec'd via Leg. Claim " | \$1,915.00 | | | | | \$1,915.00 | | | |
| 02/20/18 | John Dale, Atty - Jewell Conditions | Project legal fees - " rec'd via Leg. Claim \$307- | \$996.00 | | | | | \$996.00 | | | |
| 02/20/18 | D.L.Z. Engineering Fees - Inv #18 | DLZ Engineering Fees | \$10,815.00 | | | | | \$10,815.00 | | | |
| 05/02/18 | Peace Contracting, LLC | Construction - #5 - " rec'd via Leg. Claim " | \$60,316.01 | | | | | \$60,316.01 | | | |
| 05/02/18 | CE/DA B. Kirby Redevelopment | Administration - " rec'd via Leg. Claim " | \$3,000.00 | | | | | \$3,000.00 | | | |
| 05/14/18 | FEMA - #14 | Federal Reimbursement | | (\$55,743.80) | | | | | 282767.27 | | |
| 06/08/18 | Peace Contracting, LLC | Construction - #6 - " rec'd via Leg. Claim " | \$150,733.12 | | | | | \$150,733.12 | | | |
| 06/08/18 | John Dale, Atty | Project legal fees - " rec'd via Leg. Claim " | \$668.50 | | | | | \$668.50 | | | |
| 06/08/18 | CE/DA B. Kirby Redevelopment | Administration - " rec'd via Leg. Claim " | \$5,725.00 | | | | | \$5,725.00 | | | |
| 06/08/18 | John Dale, Atty | To accrue DLZ - Inv #20 - " rec'd via Leg. Claim " | \$10,770.00 | | | | | \$10,770.00 | | | |
| 06/08/18 | D.L.Z. Engineering Fees - Inv #21 | To accrue DLZ fees - Inv #21 | \$5,438.00 | | | | | \$5,438.00 | | | |
| 06/08/18 | Building & Earth Sciences | To accrue Bldg & Earth bank removal invoice | \$12,000.00 | | | | | \$12,000.00 | | | |
| 06/08/18 | John Dale, Atty - Jewell Litigation | To accrue legal fees - Jewell | \$410.00 | | | | | \$410.00 | | | |
| 06/08/18 | Peace Contracting, LLC | To accrue construction fees - Inv #7 | \$89,707.75 | | | | | \$89,707.75 | | | |
| 06/08/18 | JE - FEMA Receivable - 6/18/2017 | \$8000 *10 x 75 = 50232.50 | | (\$8,232.50) | | | | | (\$8,232.50) | | |
| 06/08/18 | JE - FEMA Receivable - Date # on hold | \$45,328.64 - \$675 - 20- 75 - \$48,275.23 | | (\$48,275.23) | | | | | (\$48,275.23) | | |
| 06/08/18 | JE - FEMA Receivable - Date # on hold | \$60,316.01 - 3,800- 75 = \$46,517.01 | | (\$47,807.01) | | | | | (\$47,807.01) | | |
| 06/08/18 | JE - FEMA Receivable - Date # on hold | \$150,733.12 - \$89,505.67- 25- 75 - \$117,285.71 | | (\$117,285.71) | | | | | (\$117,285.71) | | |
| 06/08/18 | JE - FEMA Rec. - Accrued this unpaid | \$98717-75-10720-3438-12800-410-75 = \$58,484.31 | | (\$58,484.31) | | | | | (\$58,484.31) | | |
| | | Totals for FY 17-18 | \$591,289.04 | (\$443,668.78) | | | | (\$187,600.00) | \$138,274.74 | | |
| | | Fiscal Year 2018 - 2019 | | | | | | | | | |
| 8/10/2018 | D.L.Z. Eng. - Inv #20 | DLZ #20 - payment accrued @ 6/20/18 | \$0.00 | | | | | \$0.00 | | | |
| 8/10/2018 | D.L.Z. Eng. - Inv #21 | DLZ #21 - payment accrued @ 6/20/18 | \$0.00 | | | | | \$0.00 | | | |
| 11/20/2018 | Building & Earth Sciences | Bldg. & Earth payment accrued @ 6/20/18 | \$0.00 | | | | | \$0.00 | | | |
| 8/10/2018 | John D. Dale, Attorney - Jewell | Attorney Dale payment accrued @ 6/20/18 | \$0.00 | | | | | \$0.00 | | | |
| 8/10/2018 | Peace Contracting - Inv #7 | Peace #7 - payment accrued @ 6/20/18 | \$0.00 | | | | | \$0.00 | | | |
| 06/01/18 | CE/DA B. Kirby Administration | Renewment requests & good contractor mgs | \$1,500.00 | | | | | \$1,500.00 | | | |
| 06/01/18 | John D. Dale, Attorney - Jewell | Project legal fees - Jewell litigation | \$650.00 | | | | | \$650.00 | | | |
| 10/24/18 | FEMA - #15 | Federal Reimb. \$81416.81 accrued by 18 | | (\$8,141.68) | | | | | (\$8,141.68) | | |
| 11/20/18 | Peace Contracting - Inv #8 | Construction #8 | \$13,150.00 | | | | | \$13,150.00 | | | |
| 11/20/18 | D.L.Z. Engineering Fees - Inv #22 & 23 | DLZ Engineering Fees - Inv #22 & 23 | \$7,377.00 | | | | | \$7,377.00 | | | |
| 11/20/18 | Mart Chapman Appraisals LLC | 8/27/18 meeting re. Parcel 27 case. Jewell | \$300.00 | | | | | \$300.00 | | | |
| 11/20/18 | John D. Dale, Attorney - Jewell | Legal fees related to project | \$1,282.47 | | | | | \$1,282.47 | | | |
| 01/22/2019 | FEMA - #16 | Federal Reimbursement | | (\$16,582.10) | | | | | (\$28,582.10) | | |

6/28/2019

6/28/2019

| | | | | | | | |
|----------|-----------------------------------|--|---------------------|-----------------------|-----------------------|----------------------|----------------------|
| 01/24/19 | Dallas Jewell & Paul Zimick, Atty | Settlement Agmt - final payment | \$8,500.00 | | | \$8,500.00 | |
| 02/19/19 | Pace Contracting - Inv # 9 | Construction - #9 (retainage) | \$27,371.63 | | | \$27,371.63 | |
| 02/19/19 | DLZ Eng Fees - Inv #24 | Engineering fees - Inv # 24 | \$650.00 | | | \$650.00 | |
| 02/19/19 | John D. Dale, Attorney - Jewell | Legal fees related to project | | (\$6,375.00) | | (\$6,375.00) | |
| 03/25/19 | FEMA - #17 | Federal Reimbursement | | \$0.00 | | (\$6,232.50) | |
| 03/25/19 | FEMA - #19 | Federal Reimbursement - accrued Yr18 | | (\$21,488.72) | | (\$21,488.72) | |
| 04/01/19 | FEMA - #18 | Federal Reimbursement | | \$0.00 | | (\$212,075.45) | |
| 04/16/19 | FEMA - #20 - Legislative Claims | Federal Reimbursement/ Legislative Claim | | | | \$2,955.00 | |
| 05/17/19 | DLZ Eng Fees - Inv # 26 | Engineering fees - Inv # 26 | \$2,955.00 | | | \$2,955.00 | |
| 05/17/19 | Pace Contracting - Inv # 10 | Construction - #10 | \$8,210.00 | | | \$8,210.00 | |
| 05/17/19 | Pace Contracting - Inv # 11 | Construction - #11 | \$43,110.00 | | | \$43,110.00 | |
| 05/17/19 | John D. Dale, Attorney - Jewell | Legal fees related to project | \$853.00 | | | \$853.00 | |
| 05/17/19 | The Spencer Magnet | Ad fee for utility pump bid | \$41.53 | | | \$41.53 | |
| 06/13/19 | Pace Contracting - Inv #12 | Construction - #12 - FINAL | \$8,310.00 | | | \$8,310.00 | |
| 06/13/19 | Wayne Supply | Pump | \$65,365.00 | | | \$65,365.00 | |
| 06/13/19 | John D. Dale, Attorney - Jewell | Legal fees related to project - FINAL | \$799.00 | | | \$799.00 | |
| 06/13/19 | DLZ KY - #27 | Engineering Fees - #27 - FINAL | \$2,454.00 | | | \$2,454.00 | |
| 06/13/19 | CEIBA-B. Kirby - Administration | Administration - #7 - FINAL | \$2,000.00 | | | \$2,000.00 | |
| 06/20/19 | FEMA - #21 | Federal Reimbursement | | (\$39,877.19) | | (\$39,877.19) | |
| 06/20/19 | DLG - Reimbursement Payment | Original Amt \$187,500 less Received Amt of Expenses of \$180,938.05 = \$6,561.95 | \$6,561.95 | | | \$6,561.95 | |
| 06/20/19 | JE - FEMA Receivable - 6/13/2019 | Required Amount: \$30,159.34 less County Contributions of \$22,781.35 = \$7,377.99 | \$0.00 | | | \$0.00 | |
| 06/20/19 | JE - County Receivable | | | | | | |
| | | Totals for FY 18-19 | \$199,508.63 | (\$90,435.47) | \$6,561.95 | \$0.00 | (\$51,763.90) |
| | | Fiscal Year 2019 - 2020 | | | | | |
| | | Federal Reimbursement | | | | | |
| | | Totals for FY 19-20 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | Grand Totals | \$985,002.95 | (\$864,558.20) | (\$180,938.09) | (\$22,781.35) | \$98,727.35 |
| | | Bank Account Reconciliation | | | | | |
| | | Account 11105-000 | \$108,158.02 | | | | (\$22,781.35) |
| | | Amount Transferred from General Fund | \$98,727.35 | | | | \$30,156.34 |
| | | Net Local Contribution | \$11,430.67 | | | | \$59,156.00 |
| | | Bank Statement Balance | | | | | (\$180,828.05) |
| | | | | | | | \$180,828.05 |
| | | | | | | | \$0.00 |
| | | | | | | | \$0.00 |
| | | | | | | | \$98,727.34 |

Mr. Biven explained that the County had made their contribution early on, and that they had told previous Fiscal Courts that they would wait until the project was completed before they asked for the remainder of the contribution. The project was now complete and they were asking the Court for \$7,374.99. He explained that DLG put their money up front, FEMA was on a reimbursement basis, they paid DLG back around \$6,500.00 because the project was about \$26,000.00 short of a million dollars. The Judge said that he thought that Esq. M. Moody was not familiar with the project. Esq. M. Moody said that he was familiar with it. The Judge asked if he would be comfortable making a motion to pay the portion the County owed and Esq. M. Moody said he was not unless he knew that there was money in the budget to do so. The Judge said that the Spears Drive project had money in it and they had been transferring money out of that line item as they were not able to spend the allocated funds in that budgeted line. Discussion ensued with Esq. M. Moody saying that he thought the proper transfers

needed to be made before they spent the money. Discussion continued with Mr. Biven and Mr. McConnell explaining the history of the project. The Judge said that the next item was not part of the update on the FEMA project, but that Esq. Brewer and Esq. Travis were on the Solid waste committee and the goal was that, he knew that they were not going to wind up with a joint contract with the City and the County and garbage hauler. Esq. Travis asked why not and said that was what they were going to discuss. The Judge said that the City paid for the garbage through their property tax. Mr. Biven said that they collected the garbage fee on their water bills. It was important for them to work together on negotiating those contracts. Discussion continued with the Judge saying that the City and the County had different garbage vendors, that they had an issue with recycling. Mr. Biven said that the City's contract with Santek ended on December 31st and normally they would begin contract discussions in October to see if the City Commission wanted to rebid the contract or put a joint proposal. He said that they were at \$13.25. It was a two- year contract. The County's contract expired in July of 2020. Discussion continued with no action being taken.

3. Parks & Recreation committee report

The Judge reported that he had obtained the signature of the Soccer Association on the lease. The Judge asked Esq. M. Moody and Esq. Brewer for any suggestions on how they could amend or change the new contract on Ray Jewell or Waterford parks because it was in their districts and he was looking for their input.

4. Veteran's committee

Esq. Brewer reported that on July 4th, there would be a ceremony for Pvt. Fred Stout, who had been buried 100 years ago, on July 4th. The ceremony would take place at 9:00 am at the Pioneer Cemetery. Everyone was invited to attend and he encouraged all Veterans to attend. AMVETS Post 129 had secured a headstone and had placed it at the cemetery. There were many gravesites that did not have headstones in that cemetery. Pvt. had many health and other issues to deal with during his military career and afterwards. The ceremony would probably last 45 minutes to one hour. The Judge said that here was a request to use the County's flags for the ceremony and Esq. Brewer said that a private donor came forward and donated a set of flags for them to use at any further ceremonies. The Judge said that after "jacketgate", he thought that was appropriate to do that.

5. Solid waste/109 board report

The Judge reported that they had already talked about the City-County franchise but they were back to the recycle grant. It was the most unusual thing that had happened since he had been Judge. This was the third time this issue has come up, and hopefully, the third time would be the charm. Initially, there was confusion as to whether it was a grant or whether they were accepting the award of the grant. Information was presented at their last meeting and the Judge was not sure if it was misinterpreted or what, but the Judge agreed to put the item on the agenda after he had a conversation with John Brown at the Division of Waste Management, and also Grant White, who was even above John Brown, actually his boss. The Judge explained that they had applied for the grant back in April, it was awarded in June, then the issue came up at Court and it failed on a 3-3 tie vote, and they were telling them that even though they awarded the grant to the County, that the County did not want it. They had already committed those funds to Spencer County and that was why he brought it up a second time. They were very concerned because it went all the way up to the Finance Cabinet and they had the \$62,000.00 whatever odd money that they needed to spend and they couldn't go back and award it to someone else. If they approved him signing the agreement and going on ahead and accepting the grant today, that they would be getting the money. If not, they were not sure what they were going to do. It put folks in Frankfort in a kind of a quandary and put Spencer County in a light of what the heck is going on there. He needed a motion to authorize him to sign the agreement, agree to the terms of the grant, and accepting the grant in the amount of \$62,000.00 or so.

- Motion made by Esq. Brewer, seconded by Esq. Travis, with all members of the Court present voting “aye” except Esq. J. Moody and Esq. M. Moody, who voted “nay” it is hereby ordered to authorize the Judge Executive to sign the documents to accept the recycling grant in the amount of \$62,910.00.

Esq. M. Moody said that he recalled that when the grant was first mentioned that it was for a baler, but now, there were other items added to the grant. He did not know why they needed to get more trailers when he said that he had seen trailers parked by the recycling center not being used. He thought that they were wasting taxpayer’s money from all over the state by buying more equipment they did not need. He said that if the grant was for the baler only, it would have passed a long time ago. Esq. J. Moody said that he felt that instead of trying to cut government, they were trying to get more employees so they could raise taxes. He said that the biggest problem facing Spencer County was the drug problem. Discussion continued with Esq. Travis saying that they would be looking at everything.

2019-2020 KENTUCKY PRIDE FUND
 RECYCLING GRANT AGREEMENT

GRANT PERIOD JULY 1, 2019 - JUNE 30, 2020

The Grantee, SPENCER COUNTY FISCAL COURT hereby agrees to the following conditions for the 2019 Kentucky Division of Waste Management Recycling Grant Program authorized under KRS 224-43-505 (4). The grant funds shall be used for the direct costs associated with the project specified in the grant application and modifications identified in this grant agreement.

The Grantee understands and agrees to the following:

1. The Grant Application, Quarterly and Final Reports, and this Agreement are the entire project.
2. Grantee shall assign the 2019-2020 Recycling Grant Funds into a designated line item for state grants.
3. Grantee shall designate a Project Coordinator responsible for the following:
 - a. Overseeing the implementation of the project
 - b. Overseeing the preparation and submittal of quarterly reports
 - c. Tracking of in-kind personnel/volunteers/inmates **throughout the life of the grant period.**
4. Grantee will submit Quarterly Reports on October 15, 2019, January 15, 2020, April 15, 2020 and a final report on July 15, 2020. The project deadline is June 30, 2020.
5. Quarterly reports shall be submitted on RAS Form A, Quarterly Report Form, as provided by the Division of Waste Management.
6. The recycling equipment purchased utilizing the grant funds shall be installed and operational by June 30, 2020, and shall be maintained by the grantee for its practical life.
7. Grantee is solely responsible for completion of the project and assumes all liabilities associated with its completion. If the grantee determines the project cannot be completed, the grantee shall notify the cabinet within one week of such determination.
8. Grantee shall notify the division within two (2) weeks of any cessation of the project prior to the end of the recycling project grant period.
9. Grantee is responsible for any additional costs that exceed the original grant funds provided.
10. Grantee shall be responsible for amending the “Area Solid Waste Management Plan” if the project establishes a recycling program or a recycling facility or requires the relocation of a recycling facility.
11. Unspent grant funds and grant funds not expended in accordance with the grant agreement shall be reimbursed to the division within forty-five (45) days of written notification by the division unless an extension has been approved in writing by the division.
12. The Grantee shall make all records required by the quarterly report and equipment relevant to the grant

available for division inspection until close-out notification is received from the division.

13. Grant funds from other state or federal agencies do not qualify as a direct expense or a local match.

**2019-20 Recycling Grant Worksheet
SPENCER COUNTY FISCAL COURT**

| Items Requested | Amount Requested | RAS Adjustments | Approved Amount |
|---------------------------------|------------------|-----------------|------------------|
| Baler | 19,090.00 | - | 19,090.00 |
| (3) 14x4x6 pull behind trailers | 13,800.00 | - | 13,800.00 |
| (6) 48x48 Mesh Box holders | 3,450.00 | - | 3,450.00 |
| (2) 48x96 Mesh Box holders | 2,670.00 | - | 2,670.00 |
| (2) Recycling Trailers | 19,200.00 | - | 19,200.00 |
| Advertising | 4,700.00 | - | 4,700.00 |
| - | - | - | - |
| - | - | - | - |
| - | - | - | - |
| - | - | - | - |
| - | - | - | - |
| - | - | - | - |
| - | - | - | - |
| - | - | - | - |
| Total | 62,910.00 | - | 62,910.00 |

14. The signed grant agreement, as approved by the Division, is in full force and effective until close-out of the grant. A grant shall be considered closed when:

- (a) when the grantee receives written notification from the Division that the grant has been closed, or;
- (b) ninety (90) days after the grantee has submitted the final "2019-2020 Kentucky Pride Fund Recycling Grant Quarterly Report Form" and has not received written notification from the cabinet as to the status of the grant.

15. An original signature from each entity shall be required for regional and joint recycling projects.

NAME OF GRANTEE: SPENCER COUNTY FISCAL COURT
Federal ID#: 61-6000969

Signature: _____ DATE: _____
John Riley, Judge Executive
Spencer County

Signature: _____ DATE: _____
Karen Spencer, Solid Waste Coordinator
Spencer County

The Judge said that he wanted to be on record as saying that he was not entirely happy at all with the operation of the recycle center. He thought it could be done differently and he thought that it could be done better. However, the issue was do they authorize the Judge to sign the agreement, because the grant had been awarded. Esq. Brewer commented that improvements could be made to every department, not just the recycling department. The Judge replied that everyone could do things better and he was very pleased with the operation of the other departments and not well pleased with

recycling. Esq. Travis said that it cost taxpayer money to operate the recycling center, it was not a money-making deal. Hopefully down the road it may break even. Government was not in the position to make money. It was to provide service for the citizens of the community and sometimes that cost taxpayers money to do that. He mentioned the Parks department was not paying for itself. He said he had not heard a lot of discussion about shutting the parks down, he had not heard a lot of discussion about shutting recycling down, but he had heard discussion thanking him for fighting for the recycling center to keep it open. Esq. J. Moody said he wanted to add two things. He said that he did not know of anyone around the table who had ever recommended shutting recycling down. He said that what he pushed for was to have people to bring their recycling to the center and not have them go out and pick up cardboard.

- 6. Buildings and grounds
 - a) roof quotes for maintenance building and MPCA
 - Motion made by Esq. Travis seconded by Esq. J. Moody. with all members of the Court present voting "aye", it is hereby ordered to approve the quote for replacement of the maintenance building/animal shelter roof from Smitha Construction for \$14,500.00 subject to verification of proper insurance and a business license.

SMITHA CONSTRUCTION LLC

SMITHA CONSTRUCTION AGREES TO REMOVE AND REPLACE ALL ROOF METAL AND APPLY SINGLE BUBBLE INSULATION TO EXISTING STRUCTURE. ALL MATERIAL AND LABOR NOT TO EXCEED \$14,500. CONTRACTOR RESPONSIBLE FOR ALL CLEANUP AND REMOVAL OF ANY TRASH PRODUCED BY THE JOB. CONTRACTOR NOT RESPONSIBLE FOR ANY UNFORESEEN DAMAGE SUCH AS ROTTED BOARDS ECT.

CONTRACTOR SIGNATURE *[Signature]*
 CUSTOMER SIGNATURE _____

**40 yr Guarantee metal.
 installed with 1 1/2 screws
 1/2 vented ridge cap*

- Motion made by Esq. Travis, seconded by Esq. Brewer, with all members of the Court present, it is hereby ordered to accept the quote from Sharp's Siding & Trim for the roof shingle replacement for the MPCA building for \$3,050.00 pending proper insurance and business license.

Senior center

| | |
|-------------------------------------|---|
| Bid Memo | |
| JOB <i>Garage Pool</i> | BID # |
| ADDRESS | DATE |
| FIRM | PREPARED BY Sharp's Siding & Trim |
| ADDRESS | 100 Hemlock Drive |
| TYPE OF WORK <i>Shingle Roof</i> | APPROVED BY Shepherdsville, KY 40165 |
| | 502.543.3207 502.356.6402 |
| | PHONE |

| WORK INCLUDED | AMOUNT OF BID |
|---|------------------------------------|
| <i>Remove + Replace approx 11 Square Shingles</i> | |
| <i>Replace Bad Wood + Ridge Cap Vented</i> | |
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| <i>PAID OR PAYABLE TO</i> <i>Sharp's Siding</i> | TOTAL BID <i>3050⁰⁰</i> |

| EXCLUSIONS AND QUALIFICATIONS |
|-------------------------------|
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|---------------------------|-------------|
| ACKNOWLEDGMENT OF ADDENDA | TAX |
| DELIVERY | EXCLUDED |
| | INCLUDED |
| | RECEIVED BY |

- b) concrete work quotes
- Motion made by Esq. Travis, seconded by Esq. Beaverson, with all members of the Court present voting "aye", it is hereby ordered to accept the quote from Volz Excavating and Construction for work for the "apron for maintenance building" for \$5,400.00 pending verification of business license.

Volz Excavating and Construction

141 Cherokee Terrace
Fisherville, KY 40023
Ph: 502-445-0260 Fax: 502-354-0055

June 30, 2019

Proposal

*Attn.: Spencer County Fiscal Court
Re: Apron for Maintenance Building*

Price Includes-

Furnish equipment and labor
To demo and install new concrete
Approx. 618 sq/ft
2 catch basins w/8" pipe and tie in down spout
Fiber mesh or 10g wire mesh

(*concrete materials and haul off by county or by others*)

TOTAL - \$5,400.00

Respectfully submitted by Volz Excavating and Construction Inc.

c) camera quotes for recycle and election storage area

The Judge said that he did not know the details of this, he said that there were two quotes in their packets for some reason. Esq. Brewer said that one was for the clerk area and the other was for the recycle area. The Judge said that he had not studied either one of these in detail and asked if either one of the members of the grounds committee had done so. He asked them to explain what they needed to know to make an intelligent decision. Esq. Travis asked the clerk to explain what was needed. Cameras needed to be installed in the rear of the election storage area, located at 301 Main Cross, more specifically, the entrance located on Back Alley Street. The Judge read from the quote from the recycling center, not the election storage area quote. Discussion continued.

- Motion made by Esq. Travis, seconded by Esq. M. Moody, with all members of the Court present voting "aye", it is hereby ordered to approve the quote from Advanced Global Communications for security cameras on the rear of the election storage building area for a total of \$3116.59.



P.O. Box 177
Louisville, KY 40059
Phone: (502) 583-6000
Fax: (502) 582-1914
Services@ageworld.com

Purchase Agreement

This is not an invoice

No.: **565272**
Date: **5/9/2019**
Terms: **Net 5**

| | | |
|---|---|---|
| Contact: Randy Bush Spencer County Superintendent of Buildings 301 Main Cross Taylorsville, KY 40071 U.S.A. | Ship To: Spencer County Superintendent of Building 301 Main Cross Taylorsville, KY 40071 U.S.A. | Job: Cameras for Election Storage Area Account No. 27997 Account Phone: (502) 902-7054 |
|---|---|---|

Scope of Work

1. Provide and install (2) 4MP cameras inside voter storage area.
2. Provide and install (1) 4MP camera exterior voter storage area.
3. Provide and install 4 channel DVR in voter storage area.
4. Provide and install cabling for 3 cameras.
5. Provide and install monitor for viewing 3 cameras.
6. Program DVR.
7. Train customer.

Option 1. Provide and install (1) 4MP camera exterior voter storage area. add \$549.98.
Please initial here to APPROVE this option for AGC to Provide and install 1 camera exterior voter storage area _____
Please initial here to DECLINE this option for AGC to Provide and install 1 camera exterior voter storage area _____

*** We have prepared this quote according to the specifications provided by you. It is based on our knowledge and experience and is a good faith estimate of the cost to complete this project. Any changes to the specifications, the scope of the project, unusual or unexpected requests, or changes in conditions may incur additional cost for the project.

Attn: Randy,
Please sign this Purchase Agreement and fax it back to our office. Upon receipt of this signed Purchase Agreement and a 50% down payment, we will process this service request. Progressive billing may apply throughout project. If you have any questions, please, call our office.
Thank you,
Melanie Myers

Thank you for allowing us the opportunity to serve you and your company.

Total: \$2,506.61

Prices are firm until 6/8/2019

For Questions Contact: Melanie A. Myers (502) 583-6000

Date: 5/9/2019

ACCEPTANCE OF PURCHASE AGREEMENT

A down payment of 50% may be required before we can order equipment and/or schedule your project. The remaining balance may be invoiced weekly based on progress of the project with a 10% of project total minimum. Any remaining balance will be due upon completion of project. Please see notes above to see if you are required to pay a down payment. The above prices, specifications and conditions are satisfactory and are hereby accepted. Advanced Global Communications is authorized to sell the above listed equipment and do the work as specified. Payments will be made by the terms that have been agreed upon.

All Options that Appear on this Quote (if applicable) are calculated prior to applicable sales tax. If an option is approved, associated sales tax will be added to the project total at that point.

Credit Card Payments are subject to a 3% processing fee. Credit Cards not accepted on projects over \$2,000.00. Card Types Accepted: MasterCard, Visa. Must have signed credit card authorization on file. Your credit card will only be charged once you have given written approval to run the card.

Unpaid invoices are subject to a 1.5% per month late charge.

As a condition of the sales agreement a monthly service charge of 1.5% will be added to this account if not paid in full by the due date.
ANY EQUIPMENT LISTED REMAINS THE PROPERTY OF ADVANCED GLOBAL COMMUNICATIONS, INC. UNTIL PAID IN FULL.

Accepted by: _____ Date: _____

Customer Initials: _____ Page 2 of 2

The Judge then read from the quote for cameras for the recycling center. The total was \$2458.62. Esq. Travis suggested the Court wait until the next meeting to decide on this item. Judge Riley wanted to make sure that it was in the minutes that Esq. Travis recommended kicking the can down the road.

7. Animal shelter report

There was nothing to report

8. Telecommunications

a) Spectrum franchise agreement

The Judge said that the Spectrum franchise agreement in its' entirety was in the Magistrate's packets.

BID PROPOSAL:
OPERATION OF CABLE TELEVISION SYSTEMS IN THE
SPENCER COUNTY, KENTUCKY
BY
SPECTRUM MID-AMERICA, LLC

WHEREAS, SPENCER COUNTY, KENTUCKY (the "County") has requested bid proposals from parties interested in obtaining a non-exclusive franchise to operate cable television systems within the confines of the County;

NOW, THEREFORE, SPECTRUM MID-AMERICA, LLC, formerly doing business as Charter Communications ("Franchisee"), hereby submits its bid (this "Bid") for obtaining a non-exclusive franchise to operate cable television systems within the County as follows:

SECTION 1. CONSTRUCTION.

This Bid shall be construed in light of applicable Federal and State laws and regulations governing cable television.

SECTION 2. SCOPE.

This Bid shall be effective within the geographical limits of the Spencer County, including any areas subsequently annexed by the County.

SECTION 3. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Bid, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Bid, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect. The County declares that no invalid or proscribed provision or application was an inducement to this Bid, and that it would have enacted this Bid regardless of the invalid or proscribed provision or application.

SECTION 4. DEFINITIONS.

- A. "Affiliate" means any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.
- B. "Cable Act" means the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- C. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- D. "Complaint" means an expression of dissatisfaction from a Subscriber to Cable Service in the Service Area that is received by Franchisee (a) pursuant to the instructions for filing a written unresolved complaint as set forth in the FCC annual notice provided to Subscribers by Franchisee and posted to Franchisee's corporate website, (b) from the FCC, a Kentucky regulatory agency or the Better Business Bureau and/or (c) from the County (either in writing or otherwise), to the attention of Franchisee's contact person identified pursuant to Section 5.

- E. "FCC" or "Federal Communications Commission" means the Federal administrative agency, or lawful successor, authorized to oversee cable television and other multi-channel video provider regulation on a national level.
- F. "Franchise" means the initial non-exclusive authorization or subsequent renewal granted by the County which authorizes a person to construct, operate and maintain a Cable System in all or part of the Service Area.
- G. "Franchise Fee" means for the purposes of this Franchise a fee that may be imposed by the County on Franchisee as compensation for Franchisee's use of public rights-of-way and roads or that is defined by Federal law as a franchise fee under Section 522(g) of the Communications Act (47 U.S.C. § 542(g)) or by Kentucky law under KRS 136.660. Use of this definition in this Franchise is without prejudice to any rights Franchisee or County may have under Federal and Kentucky law as they may be amended.
- H. "Gross Revenues" means all revenues which are actually received, directly or indirectly by Franchisee from Subscribers residing within the Service Area for Cable Services. Gross Revenues includes recurring monthly charges for Cable Service, event-based charges for Cable Service including, but not limited to, Pay-Per-View Event(s), Pay-Per-View Movie(s), Premium Channels and video-on-demand charges, charges for the rental or sale of set top boxes and other equipment related to the provision of Cable Service; service charges related to the provision of Cable Services, including, but not limited to, service order, installation, and connection. Gross Revenues shall include any revenue received by any Affiliate of Franchisee where such revenue in the ordinary course of business should have, according to existing practices, been paid to Franchisee in connection with the operation of its Cable System.
- Gross Revenues shall not include the following: (a) Any taxes, fees, or assessments that are collected by Franchisee from Subscribers for pass-through to any federal, state, or local government agency, including the Franchise Fee authorized under Section 28; (b) Uncollectible charges, except that uncollectible charges, all or part of which are written off as bad debt but subsequently collected, less the expenses of their collection shall be included in Gross Revenues in the quarter collected; (c) Late payment charges; (d) Maintenance charges; (e) Charges for services other than Cable Service, reasonably identifiable on books or records Franchisee keeps in the regular course of business or by other reasonable means, that are aggregated or bundled with amounts billed to Cable Service Subscribers, including, but not limited to, any revenue received by Franchisee or its Affiliates for telecommunications service, information service, or the provision of directory or internet advertising, including yellow pages, white pages, banner advertising, and electronic publishing; and (f) Reimbursement by programmers of marketing costs actually incurred by Franchisee. Gross Revenues shall be computed in accordance with generally accepted accounting principles.
- I. "KRS" means the Kentucky Revised Statutes, as in effect at any given time.
- J. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. This will include some evening hours (at least one night per week) and/or some weekend hours.
- K. "Pay-Per-View Event(s) or Pay-Per-View Movie(s)" means a Cable Service delivered over the Cable System by Franchisee.
- L. "Premium Channel" means a Cable Service delivered over the Cable System by Franchisee directly to Subscribers pursuant to this Agreement, for which Subscribers pay an additional per channel subscription fee to Franchisee.
- M. "Normal Operating Conditions" means those service conditions that are within the control of Franchisee. Those conditions which are not within the control of Franchisee include, but are not limited to, vandalism, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the

control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

- N. "Service Area" means the unincorporated areas of the County.
- O. "Service Interruption" means the loss of picture or sound on one or more channels, which is not caused by the failure or malfunction of a Subscriber's television receiver or by the error of the Subscriber.
- P. "Subscriber" means a person lawfully receiving Cable Service delivered over Franchisee's Cable System in the Service Area.

SECTION 5. FAILURE OF THE COUNTY TO ENFORCE THIS BID.

- A. Should the Bid be accepted and subsequently adopted by ordinance, Franchisee shall not be excused from complying with any of the requirements thereof, or any subsequently adopted amendments thereto, by any failure of the County on any one (1) or more occasions to seek, or insist upon, compliance with such requirements or provisions.
- B. This Bid and the rights and responsibilities it imposes on Franchisee may not be unilaterally amended without the prior written consent of Franchisee.

SECTION 6. REPEAL OF INCONSISTENT RESOLUTIONS AND ORDINANCES.

To the extent that there is any resolution or ordinance which in part, or in whole, is directly inconsistent with this Bid, such part, or such whole, of the prior resolution or ordinance shall be repealed to the extent of the inconsistency.

SECTION 7. RESOLUTION OF INCONSISTENCIES WITH FEDERAL OR STATE RULES, REGULATIONS OR LAWS.

In any case of an actual inconsistency between any provision or section of this Bid, and any provision or section of a Federal or Kentucky rule, regulation, or law, then the Federal or Kentucky rule, regulation, or law shall not only supersede the effect of this Bid, but also control in any local application.

SECTION 8. NOTICES.

Both the County and Franchisee shall provide the other party with the name and address of the contact person designated to receive notices, filings, reports, records, documents, and other correspondence. All notices shall be delivered to each party's contact person by certified mail, return receipt requested, personal service with a signed receipt of delivery, or overnight with receipt verification. All other filings, reports, records, documents, and other correspondence may be delivered by any permissible means including, but not limited to: facsimile transmission ("faxing"); electronic mail ("email"); personal service; or overnight mail or package delivery. The delivery of all notices, reports, records, and other correspondence shall be deemed to have occurred at the time of receipt (unless otherwise designated by State law).

SECTION 9. INDEMNITY.

- A. Franchisee shall, at its sole cost and expense, fully indemnify, defend and hold harmless the County and the County's officers, boards, and all members, commissions and employees against any and all claims, suits, actions, liability and judgments for damages and liabilities assumed by the County in connection therewith to persons or property in any way:
 - 1. Arising out of or through the negligent acts or omissions of Franchisee, its servants, agents or employees in the construction or operation of the Cable System;
 - 2. Arising out of any claim based solely on the acts or omissions of Franchisee for invasion of the right of privacy, for defamation of any person, firm, or corporation, or the violation, infringement or dilution of any copyright, trademark, trade name, service mark or patent, (excluding claims arising out of or relating to County programming); and

3. Arising out of Franchisee's failure to comply with the provisions of any federal, state or generally-applicable local statute, ordinance or regulation applicable to Franchisee in its business hereunder.

B. The foregoing indemnity is conditioned upon the County giving Franchisee written notice of its obligation to indemnify the County at least ten (10) calendar days prior to the deadline for responding to the claim or action, and if no such deadline exists, within thirty (30) days of the County's receipt of the claim or action. Nothing herein shall be deemed to prevent the County from cooperating with Franchisee and participating in the defense of any litigation by their own counsel at their sole expense.

C. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify the County for any damages, liability or claims resulting from the willful misconduct or negligence of the County or from the County's use of the Cable System, including any PEG channels.

SECTION 10. LIABILITY INSURANCE.

Franchisee shall maintain insurance to protect the County and Franchisee and their officers, agents and employees from and against claims caused by the construction, erection, operation or maintenance of any aspect of the system. The amount of such insurance shall be no less than the following:

| | |
|---|--|
| Workers' Compensation | Statutory Limits |
| Commercial General Liability | \$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate |
| Auto Liability including coverage on all owned, non-owned hired autos | \$1,000,000 per occurrence, Combined Single Limit (C.S.L.) |
| Umbrella Liability | \$1,000,000 per occurrence |

Commercial General and Automobile Insurance shall include the County, as additional insured for their vicarious liability. Franchisee shall furnish the County with a current certificate of insurance evidencing such coverage within thirty (30) days of the County's acceptance of this Bid.

SECTION 11. FURNISHING OF REPORTS.

A. Franchisee shall ensure the County has a current certificate of insurance evidencing the coverage required by Section 10 on file with the County.

B. Franchisee shall submit, within ninety (90) days of receiving a written request from the County, a report to the County of:

1. The most recent annual information provided to Subscribers under Section 13.D.1.a.
2. Line extensions completed under Section 19.B. for the most recent fiscal year.

SECTION 12. BOOKS AND RECORDS.

A. Franchisee shall keep complete and accurate books and records of the key aspects of the Cable System's operation in the Service Area for at least the preceding three (3) years in such a manner that all matters pertaining compliance with the Franchise can be easily produced and/or verified at the County's written request.

B. The County shall have the right to review at a mutually agreed upon location, all records pertaining to Franchisee's compliance with the Franchise, on thirty (30) days' written notice. Such review, unless mutually agreed upon, or judicially ordered, should occur within Franchisee's regular office hours.

SECTION 13. CUSTOMER SERVICE STANDARDS.

- A. Franchisee shall comply with the customer service standards as set forth below. To the extent that any customer service standard set forth in this Franchise imposes the same material obligations upon Franchisee as a customer service standard promulgated by the FCC, and the FCC amends such standard, then the customer service standard set forth in this Franchise shall be construed to reflect the amended standard.
- B. Office hours and telephone availability:
1. The operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week.
 - a. Trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - b. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by trained company representatives on the next business day.
 2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis. Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with telephone answering standards unless an historical record of Complaints indicates a clear failure to comply.
 3. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.
 4. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.
- C. Installations, Outages, and Service Calls
1. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.
 - a. Standard Installations will be performed within seven (7) business days after an order has been placed.
 - b. Excluding conditions beyond the control of Franchisee, Franchisee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known.
 - c. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. (Franchisee may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the Subscriber.)
 - d. Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.
 - e. If a Franchisee representative is running late for an appointment

with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

D. Communications Between Cable Franchisee and Cable Subscribers

1. Notifications to Subscribers

a. Franchisee shall provide written information on each of the following areas at the time of installation of Cable Service, at least annually to all Subscribers, and at any time upon request:

1. products and services offered;
2. prices and options for programming services and the conditions of subscription to programming and other services;
3. installation and service maintenance policies;
4. instructions on how to use the Cable Service;
5. channel positions of programming carried on the Cable System; and
6. billing and complaint procedures, including the address and telephone number of the County's cable office.

b. Subscribers will be notified of any changes in rates, programming service or channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of Franchisee. In addition, Franchisee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

a. Bills will be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

b. In case of a billing dispute, Franchisee must respond to a written Complaint from a Subscriber within thirty (30) days.

3. Refund checks will be issued promptly, but no later than either -

a. in the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

b. within thirty (30) days after return of equipment supplied by Franchisee if service is terminated.

4. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

E. Complaints.

1. Franchisee shall make a good faith effort to initially respond to each

seventy-two (72) hours after receipt.

2. Upon request by the County, no more often than once per calendar quarter, the contact persons for Franchisee and the County, or their designees, shall meet at a mutually agreeable time and place to discuss the Complaints received for the previous calendar quarter. The County shall have the right to review the text of the Complaints, but understands that certain personal information may be redacted to protect the privacy rights of the related Subscribers.

SECTION 14. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED.

- A. Franchisee shall not, as to rules, regulations, rates, charges, provision of service or use of facilities and equipment, make, allow, or grant any undue preference or advantage to any person in the Service Area, nor subject any person to prejudice or disadvantage in the Service Area, on the basis of age, race, creed, color, sex, national origin, handicap, religious affiliation, or location of residence. Franchisee shall not deny Cable Service, or the extension of Cable Service, to any group of potential residential Subscribers because of the income of the residents.
- B. This Section, however, does not prohibit Franchisee from offering a promotional or incentive discount rate or charge.
- C. This Section does not prohibit Franchisee from denying Cable Service based on location of residence, if the location of the residence makes it economically or technically infeasible for Franchisee to provide Cable Service.
- D. This Section does not prohibit Franchisee from denying Cable Service to a Subscriber who is more than thirty (30) days delinquent in the payment of any service bill.
- E. This Section does not prohibit Franchisee from implementing a "no-frills" Cable Service tier for "lower income," and/or fixed income individuals.
- F. This Section does not prohibit Franchisee from making agreements or entering into Cable Service agreements with multiple dwelling unit owners or commercial establishments (including hotel, motel, apartments, fraternities, sororities, and mobile home park owners) to provide Cable Service under a bulk billing or other type of arrangement.
- G. Franchisee will comply with all Federal and State laws regarding special service requirements on handicapped customers.

SECTION 15. RETURN OF EQUIPMENT.

Upon termination of Subscriber's Cable Service, Franchisee shall permit Subscribers to return equipment at no cost to the Subscriber, which shall include the cost of shipping the equipment, provided, however, that Franchisee shall not be required to reimburse a Subscriber for costs incidental to the return of equipment, such as transportation to a Franchisee location or a shipping location. Franchisee shall advise Subscribers of this option when Subscribers inquire about returning equipment.

SECTION 16. RESTORATION OF A SUBSCRIBER'S PROPERTY.

- A. If Franchisee, in the course of construction, operation, maintenance or removal of its Cable System in the Service Area, causes injury to persons or property, Franchisee shall be liable therefor as provided by law.
- B. The requirements imposed upon Franchisee shall extend to any subcontractor or independent contractor that Franchisee might employ to perform the tasks outlined in this Section.
- C. Franchisee has the authority to diligently trim trees of a private property owner

(including a Subscriber) which overhang or intrude into rights-of-way or easements, but only to the extent necessary to prevent the branches of the trees from coming in contact with Franchisee's cable television facilities.

SECTION 17. FRANCHISEE REQUIRED TO MAINTAIN SUFFICIENT REPAIR PARTS AND SUFFICIENT REPAIR PERSONNEL.

- A. Except in times of a natural or man-made emergency or for circumstances otherwise beyond Franchisee's control, Franchisee shall at all times, have access to, and be able to secure sufficient maintenance and repair parts and equipment for the Cable System, so that Franchisee can respond to, and correct, all Service Interruptions within the time periods specified in this Bid.
- B. Except in times of natural or man-made emergency or for circumstances otherwise beyond Franchisee's control, including but not limited to severe weather conditions, or strike, Franchisee shall have sufficient maintenance and repair personnel, so that Franchisee can respond to, and correct, Service Interruptions within the time periods specified in this Bid.
- C. Notwithstanding the other requirements and provisions contained in this Section, Franchisee shall maintain at least one (1) service technician on call twenty-four (24) hours per day.

SECTION 18. VOLUNTARY DISCONNECTIONS AND DOWNGRADES.

- A. At any time, a Subscriber who does not have a separate contract with Franchisee, may request that a particular service tier, Premium Channel, or the entire Cable Service be disconnected.
- B. A Subscriber may request a downgrade from a particular level of Cable Service to a lower level of Cable Service or a less expensive level of Cable Service.

SECTION 19. CABLE SYSTEM STANDARD/NON-STANDARD INSTALLATIONS AND EXTENSIONS

- A. Franchisee shall install Cable Service to potential Subscribers in the Service Area requesting a Cable Service installation requiring less than or equal to a one hundred fifty (150) foot aerial drop from the closest technologically feasible tie-in point of the Cable System that is actively delivering Cable Service as of the date of such request (a "Standard Installation"). Each Subscriber shall be responsible for the applicable Standard Installation or non-Standard Installation charges.
- B. Upon receipt of a request for Cable Service from a potential residential Subscriber(s) in an unserved portion of the Service Area, and a written commitment from such Subscriber(s) (or payment in advance if required by Franchisee) to pay any applicable non-Standard installation charges associated with providing Cable Service (if applicable), Franchisee must extend the Cable System to the public right-of-way adjoining the potential Subscriber's property that is compatible for installation of the Cable System, provided that the area has at least 20 dwelling units per cable mile or equivalent thereof for any portion of a mile, as measured from Franchisee's closest technologically feasible tie-in point to its trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for Cable Service.
- C. Notwithstanding the foregoing, (1) Franchisee shall not be obligated to provide Cable Service to any area where it is financially or technically infeasible to do so, and (2) Franchisee shall have the right, but not the obligation, to extend the Cable System into (a) any portion of the Service Area where another operator is providing Cable Service and (b) any area added to the Service Area which is not contiguous to the Service Area served by Franchisee at such time.

SECTION 20. CONTINUED USE OF INDIVIDUAL ANTENNAS PROTECTED

No person shall be required to receive Cable Service or to physically connect to the Cable System.

SECTION 21. CONSTRUCTION OF GOOD QUALITY.

During any phase of construction, installation, maintenance, and repair of the Cable System, Franchisee shall use materials of good and durable quality and all such work shall be performed in a safe, thorough, and reliable manner. Such work shall comply with FCC and industry standards.

SECTION 22. CONDITIONS ON USE OF STREETS AND PUBLIC WAYS.

- A. All wires, conduits, cable (coaxial, fiber, or functional equivalent), and other property and facilities of Franchisee shall be so located, constructed, installed, and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic and travel upon the streets, rights-of-way, easements, and public ways of the County.
- B. In the event Franchisee's Cable System creates a hazardous or unsafe condition or an unreasonable interference with property, then at its own expense, Franchisee shall voluntarily, or upon the request of the County, remove that part of the Cable System that creates the hazardous condition from the subject property.
- C. Franchisee shall protect rights-of-way, easements, and support or temporarily disconnect or relocate in the same street or other public way, any property of Franchisee when necessitated by reason of:
 - 1. traffic conditions;
 - 2. public safety;
 - 3. a street closing;
 - 4. street construction or re-surfacing;
 - 5. change or establishment of street grade; or
 - 6. installation of sewers, drains, water pipes, storm drains, lift stations, force mains, power or signal lines.
- D. It shall be the responsibility of Franchisee, within 72 hours of the request (acting alone or in conjunction with another person) to locate and mark or otherwise visibly indicate and alert others to the location of its underground cable (coaxial, fiber or functional equivalent) before employees, agents, or independent contractors of any entity with a valid permit installs cable or digs in the marked-off area.
- E. Any restoration expense or any damage caused to Franchisee's facilities resulting from the failure of an entity to have Franchisee's facilities located and marked or as a result of an entity constructing or digging in a location where Franchisee's facilities have been marked, will be the sole responsibility and liability of such entity who damaged Franchisee's facilities.
- F. Franchisee shall, on the request of any person holding a building moving permit, temporarily remove, raise or lower the cable wires to allow the moving of the building. The expense of temporary removal shall be paid by the person requesting it, and Franchisee may require payment in advance. Franchisee shall be given not less than twenty-one (21) day notice of a contemplated move to arrange for temporary wire changes.

SECTION 23. PERMITS AND LICENSES.

Franchisee shall obtain, at its own expense, all permits and licenses required by federal,

state, or generally applicable and non-discriminatory local law, rule, or regulation and maintain the same, in full force and effect, for as long as required.

SECTION 24. STANDBY POWER.

Franchisee shall install standby power at its headends associated with the distribution of Cable Service to and throughout the County to provide at least two (2) hours of standby power.

SECTION 25. EMERGENCY ALERT/EMERGENCY OVERRIDE.

Franchisee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 26. EXTENT OF GRANT OF FRANCHISE.

- A. Franchisee may construct, erect, install, maintain, operate, repair, replace, remove, or restore a Cable System within the geographical limits of the County.
- B. The Cable System may be located in, upon, along, across, over, and under the streets, rights-of-way, easements, and public ways of the County.
- C. The Cable System may be located on County-owned poles at no charge.
- D. Franchisee, through a separate pole or utility easement agreement with an affected utility, may locate the Cable System on, or within, the property of such utility company.

SECTION 27. TERM OF FRANCHISE.

- A. The term of this Franchise shall be ten (10) years from the effective date of this Bid. The rights and privileges granted by this Bid to Franchisee are not exclusive and nothing herein is intended to or shall be construed so as to prevent the County from granting other and similar rights, privileges and franchises to any other person, firm, association or corporation, provided, however, that such rights, privileges and franchises are no more favorable than those granted to Franchisee herein.
- B. The County and Franchisee acknowledge and agree that the field of cable television is a rapidly changing one which may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, to provide for the maximum degree of flexibility in the Franchise, and to achieve a continued, advanced and modern Cable System, the following evaluation provisions will apply:
 - 1. The County and Franchisee mutually agree to participate in evaluation sessions at any time and from time to time during the term of this Franchise; provided, however, there shall not be more than one (1) evaluation session every five (5) years;
 - 2. Topics which may be discussed at any evaluation session include, but are not limited to, channel capacity, Cable System performance, PEG access, Subscriber complaints, judicial rulings and any other topics the County or Franchisee may deem relevant;
 - 3. During an evaluation session, Franchisee and the County shall fully cooperate with one another and shall provide without cost such information and documents as are reasonably necessary to perform the evaluation;
 - 4. The County and Franchisee, as the result of an evaluation session, may determine that an amendment of the terms or conditions of the Franchise may be appropriate, that the requirements of the system or of the Franchise should be updated, changed or revised (collectively the "Proposed Modification"). If the Proposed Modification is consistent with the terms of this Franchise, the needs of the County, the then

existing state-of-the-art technology and financially reasonable, Franchisee and the County will, in good faith, review the terms of the Proposed Modification and consider amending the Franchise. The Proposed Modification will not be implemented until it receives the mutual written consent of the County and Franchisee.

SECTION 28. PAYMENT TO THE GOVERNMENT.

- A. As of the effective date of this Franchise, the County receives distributions in accordance with KRS 136.600 to 136.660 ("KRS Distributions"). Franchisee shall only be obligated to comply with Section 28.B through Section 28.G of this Franchise if the County is allowed by applicable law and opts to collect Franchise Fees instead of the KRS Distributions. If the County is allowed by applicable law and opts to collect Franchise Fees instead of the KRS Distributions, Franchisee agrees that the payment period for the first Franchise Fee payable under this Franchise shall commence ninety (90) days after the County provides notice to Franchisee and the Kentucky Department of Revenue that the County has opted to collect Franchise Fees instead of the KRS Distributions.
- B. The Franchise Fee shall be in an amount equal five percent (5%) of Franchisee's Gross Revenue.
- C. Subject to applicable law and without prejudice to any rights Franchisee or County may have under Federal and Kentucky law as they may be amended, Franchisee agrees to timely pay all of the fees applicable to Franchisee associated with generally applicable, non-discriminatory ordinances, including any future amendments.
- D. Franchise Fees owed to the County pursuant to this section shall be payable quarterly to the County and said payment shall be made to the County no later than forty-five (45) days after the close of the quarter. Upon request, Franchisee shall file a complete and accurate report of all Gross Revenues received within the territorial limits of the County during the previous three month period. The Gross Revenue report shall include: a schedule of Gross Revenue by category by month and a schedule of Gross Revenue upon which the Franchise Fee is based. Subject to Section 622 of the Cable Act and Kentucky law, the payment of the Franchise Fee shall be in addition to any other tax or payment owed to the County by Franchisee.
- E. The County shall have the right to inspect Franchisee's relevant revenue records at a location convenient to the County and the right to audit and to recompute any amounts determined to be payable under this Bid; provided, however, that such audit shall take place within twelve (12) months following the close of each of the County's fiscal years. If, as a result of such audit or review, the County determines that Franchisee has underpaid its fees to the County in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, and subject to applicable law, Franchisee shall reimburse the County for all of the reasonable costs associated with the audit or review, including costs for attorneys, accountants and other consultants, up to a maximum amount of \$7,500. Any undisputed additional amount due to the County as a result of an audit or review shall be paid within the thirty (30) days following written notice to Franchisee by the County.
- F. In the event that any Franchise Fee payment or recomputed amount is not made to the County on or before the applicable dates heretofore specified, interest shall be charged from such date at the annual rate of 2% over the prime interest rate.
- G. No acceptance of any payment by the County shall be construed as an accord and satisfaction that the amount paid is in fact the release of any claim that the County may have for further or additional sums payable under this Bid and the Franchise granted pursuant to this Bid.

SECTION 29. EQUAL PROTECTION

- A. Franchisee may file a written petition, at any time, with the County seeking relief from one (1) or more provisions of this Bid. The relief requested may

specifically include the delay in implementation of one (1) or more provisions of this Bid

- B. So that no provider of multi-channel service (such as a wireless cable operator, competing cable operator, phone company, video dial tone provider, or direct broadcast satellite service) shall receive an unfair competitive advantage, Franchisee shall be entitled to relief from competition as follows. If a competing multi-channel service ("Competitor") is available to 50% or greater of the County then:
1. Franchisee shall have no greater channel capacity requirement than Competitor.
 2. Franchisee shall have no greater requirement to provide public, educational, or government access than Competitor.
 3. Franchisee shall have no greater responsibility to furnish reports than Competitor.
 4. Franchisee shall have no greater customer notification requirements than Competitor.
 5. The restrictions on Franchisee's billing practices shall be no greater than the restrictions placed on Competitor.
 6. Franchisee's customer service requirements shall be no greater than Competitor's.
 7. Franchisee shall have no greater responsibility to provide institutional networks or data transmission facilities or interconnection than Competitor.
 8. The percentage of Gross Revenue used to calculate Franchise Fees and the method of calculation of the Franchise Fee paid by Franchisee shall be no greater than that paid by Competitor.
 9. Franchisee shall have no greater complimentary service requirements than Competitor.

SECTION 30. ASSIGNMENT OF FRANCHISE OR TRANSFER OF CONTROL OF FRANCHISEE.

- A. This Franchise may not be assigned, nor may control of Franchisee be transferred, in whole, or in part, without the prior express written approval by the County.
- B. Any attempted assignment of the Franchise or transfer of control of Franchisee without such prior written consent shall constitute a default of such Franchisee.
- C. In the event of such a default, the County shall proceed according to the procedure set forth in this Bid, and any applicable State or Federal law.
- D. Franchisee shall petition in writing for the County's written consent for a proposed assignment or transfer.
- E. The County will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the County may consider the legal, technical, and financial qualifications of the proposed assignee or transferee, provided, however, that the County will respond within the timeframe mandated by federal law.
- F. Notwithstanding the foregoing, no consent shall be required for Franchisee to hypothecate or mortgage Franchisee's assets or in the case of transfer of the Franchise to an entity controlling, controlled by, or under common control with Franchisee.

Section 31, shall prevent Franchisee from filing at any time a legal action in any permissible court or tribunal seeking a declaration or enforcement of Franchisee's rights or obligations under the Franchise.

H. Notwithstanding any other provision of this Bid and the Franchise granted pursuant to this Bid, it is the intent of the County not to subject Franchisee to penalties, fines, forfeitures, or revocation of the Franchise in any of the following instances:

1. In instances or for matters where a violation of the Franchise by Franchisee was unintentional and of *de minimus* effect on Subscribers, the public or the County; or
2. Where there existed circumstances reasonably beyond the control of Franchisee that precipitated a violation of the Franchise, or were deemed to have prevented Franchisee from complying with any term or condition of the Franchise; or
3. Where there is no pattern of violation or occurrence of repeated violations of the same matter over time after notification by the County.

SECTION 32. DESCRIPTION OF CABLE SYSTEM

Franchisee's Cable System is capable of providing over two hundred (200) channels of digital content, as well as high-definition (HD) programming, digital video recorder (DVR) and video-on-demand (VOD) services. Notwithstanding the foregoing, nothing in this Section 32 shall require Franchisee to use any specific technology or provide any specific Cable Services on its Cable System or prohibit Franchisee from using any different technology or providing any different Cable Services on its Cable System.

SECTION 33. EQUAL EMPLOYMENT OPPORTUNITY.

Franchisee shall comply in all respects with FCC regulations governing equal employment opportunity. Furthermore, Franchisee shall comply with all other applicable federal and state laws and regulations regarding equal employment opportunity.

Equal opportunity in employment shall be afforded to all qualified persons, and no person shall be discriminated against because of race, color, religion, national origin, handicap, sex, or age.

SECTION 34. NATURE OF BID.

This Bid, if awarded, will provide Franchisee with a non-exclusive franchise and it may not be unilaterally amended.

SECTION 35. PUBLICATION COSTS.

Subject to applicable law, Franchisee shall pay the County's documented publication costs, not to exceed five hundred dollars (\$500.00).

SECTION 36. SERVICE TO PUBLIC BUILDINGS.

Subject to applicable law, if at any time the County is allowed by applicable law and opts to collect Franchise Fees in lieu of KRS Distributions, Franchisee shall continue to provide, without charge, Standard Installation and one outlet and equipment of Basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 36 shall not be used for commercial purposes. The County shall take reasonable precautions to prevent any inappropriate use or loss or damage to Franchisee's Cable System. Franchisee reserves its right to offset the cost of the Cable Service provided pursuant to this Section 36 so long as the County receives the maximum Franchise Fee permitted by applicable law.

SECTION 37. EFFECTIVE DATE.

This Bid is hereby submitted on _____, 2019. If the Bid is accepted and an Ordinance memorializing the terms of this Bid is passed, it shall become effective on the date so ordered by the County.

CANCELLATION OF FRANCHISE.

- A. When any event, act or omission (on the part of Franchisee) occurs which represents a substantial violation of an integral provision of this Bid, or materially compromises the corporate character, or legal, financial or technical integrity and/or stability of the Cable System or Franchisee to such a degree that the interests of the Subscribers in the Service Area are negatively affected, then such event, act or omission may be considered a breach of this Bid. Under such circumstances, the County shall notify Franchisee in writing, of the specific breach, and direct Franchisee to comply with all such provisions of this Bid.
- B. Provided, however, where Franchisee satisfactorily corrects any of the enumerated conditions within ninety (90) days from receipt of written notice from the County, then in no event shall the enumerated condition be weighed against Franchisee in any subsequent review of Franchisee's performance.
- C. Provided, however, that if the enumerated conditions cannot be corrected within ninety (90) days from written notice from the County because of circumstances beyond Franchisee's control, then Franchisee shall not be deemed in violation of the Franchise.
- D. If, ninety (90) days from receipt of written notice from the County, Franchisee has not satisfactorily corrected the enumerated condition, the County shall conduct a public hearing on the matter.
- E. The County shall provide at least twenty (20) days' written notice to Franchisee, and any surety, of the time and place of said public hearing.
- F. At the time of the hearing, Franchisee may present information on the current status of the alleged breach of the Franchise, and to question witnesses. If the situation has been resolved, or steps are being taken to resolve the situation, then Franchisee may present the information at the hearing. The public hearing shall be on the record and a written transcript shall be made available to Franchisee within ten (10) business days.
- G. If Franchisee fails to attend the hearing, and has not requested a continuance of the hearing, then Franchisee shall be deemed to have waived its right to a further continuation of the matter, and may be declared in default of the Franchise.
- H. After the public hearing, the County may determine Franchisee to be in compliance and dismiss the matter, or may determine that operator has cured any non-compliance and thereby dismiss the matter. However, the County may determine that a Bid violation exists and remains uncured. Consequently, upon a finding that Franchisee substantially violated an integral Bid provision, or failed to cure a material outstanding Bid violation, the County shall direct Franchisee to take corrective action within a specified period of time, and thereafter, if Franchisee has not taken such corrective action, may revoke, terminate, or cancel the Franchise, unless Franchisee presents sufficient mitigating circumstances.
- I. When the County directs corrective action to take place within a specified time or declares Franchisee in default of the Franchise, that declaration shall be reduced to writing, and the notice of corrective action or default shall be delivered to Franchisee, and any surety, within fifteen (15) days of the County's action.
- J. Franchisee may appeal any determination by the County to an appropriate court, which shall have the power to review the County's decision. Franchisee may continue to operate the Cable System until all legal appeal procedures have been exhausted.
- K. Nothing in this Franchise, including the enforcement provisions set forth in this

Spectrum Mid-America, LLC
By: Charter Communications, Inc., Its Manager

BY _____
EXHIBIT A

Spencer County Clerk
2 W. Main St
Taylorsville, KY 40071

Spencer County Sheriff's Office
18 E. Main St
Taylorsville, KY 40071

Spencer County Volunteer Fire Department
302 Main Cross
Taylorsville, KY 40071

Spencer County EMS
66 Spears Dr
Taylorsville, KY 40071

Spencer County Fire Department
1000 Taylorsville Rd.
Taylorsville, KY 40071

Taylorsville Elementary
206 Reasor Ave.
Taylorsville, KY 40071

Spencer County Elementary School
1265 Mount Washington Rd.
Taylorsville, KY 40071

Spencer County Middle School
1263 Mount Washington Rd.
Taylorsville, KY 40071

Spencer County High School
520 Taylorsville Rd.
Taylorsville, KY 40071

Spencer County Public Schools
101 Garrard St.
Taylorsville, KY 40071

Spencer County Public Schools
220 Main Cross
Taylorsville, KY 40071

- Motion made by Esq. Beaverson, seconded by Esq. Travis, with all members of the Court present voting "aye" except Esq. J. Moody who voted "nay" it is hereby ordered to authorize the Judge Executive to sign any documents necessary to execute the cable franchise with Spectrum Communications.
9. Equipment committee
- a) vehicle repairs by Williams body shop per insurance authorization

The Judge said that the insurance company had gone over the claim and recommended that the vehicle be repaired.

- Motion made by Esq. Brewer, seconded by Esq. Travis, with all members of the Court present voting "aye", it is hereby ordered to authorize the County Judge to have the

repairs made to the Sheriff's vehicle for a total of \$4,269.40 minus the \$500.00 deductible.



JIM WILLIAMS BODY SHOP, INC.

100 ELK PARK DRIVE, TAYLORSVILLE, KY 40071
Phone: (502) 477-2632
FAX: (502) 477-2633

Workfile ID: d3ecc4b7
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: | ZC3CDXATXCH172205 | 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/c 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 |

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

Estimate

RO Number: 3856

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

| | | | | | | | | |
|----|-----|----------------|------------------------------------|---|-------|-------|-----|-------|
| 26 | ED1 | | Add for Edging | | | | | 0.5 |
| 27 | ED1 | Remove/Replace | RT Fender liner | 1 | 72.00 | A/M | 0.3 | Body |
| 28 | ED1 | Remove/Replace | LT Fender liner | 1 | 72.00 | A/M | 0.0 | Body |
| 29 | ED1 | Repair | RT Fender | | | | 3.0 | Body |
| 30 | ED1 | | Overlap Major Adj. Panel | | | | | (0.4) |
| 31 | ED1 | | Add for Clear Coat | | | | | 0.3 |
| 32 | ED1 | | FRONT SUSPENSION | | | | | |
| 33 | ED1 | Remove/Replace | Cover Car | 1 | 10.00 | Other | | |
| 34 | ED1 | Remove/Replace | Wheel alignment align front wheels | | | DEM | 1.2 | Mech |

| Estimate Totals | Discount \$ | Markup \$ | Rate \$ | Total Hours | Total \$ |
|--------------------|-------------|-----------|---------|-------------|-----------------|
| Parts | | | | | 2,182.80 |
| Labor, Body | | | 50.00 | 13.1 | 555.00 |
| 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.

* Insurance-Approved less \$500 deductible

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

6/10/2019 9:38:43 AM

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- 10. Sheriff department
 - a) department report

The Sheriff reported that he previously had told the Court that they had applied for a grant through the Department of Homeland Security for weapons. He said that the grant was supposed to be up on their website on the past Friday, but it was not. He reported that someone there verbally committed that they had approved the grant for \$11,461.00. This would be for 25 Glock Seventeens 9 mm. He said that was money that they had saved the County; and got all their officers using the same pistols, the same models and the same calibers. Fiscal Court would have to purchase the weapons and be reimbursed by the Department of Homeland Security. There was no timetable on the grant. As soon as they received

the weapons, Lieutenant Mahurin and Sargent Thomas would be attending a Glock armors course. Glock was going to come to their office and four of them were going to go through transition training so they could get the officers up to speed. Everyone would then qualify with the new guns. The Sheriff said that he was hoping to be able to give the Jailer one or two or three guns if they had them available. The Sheriff reported that they had gotten the M-16's modified from fully auto to semi auto. He said that he thought that was a liability issue. This was paid for with state seizure funds. The parts that were removed from the guns are being housed in the Sheriff's safe and will be kept there in the event the guns should ever have to go back to the military. The Sheriff discussed other possible modifications for the M-16's. It was less then \$600.00 to make the M-16 modifications.

- Motion made by Esq. Beaverson, seconded by Esq. Travis, with all members of the Court present voting "aye", it is hereby ordered to transfer \$11,000.00 from account # 0150151030 (sheriff salary cap) to account # 015015401w (sheriff weapons) and that pending the approval of the Department of Homeland Security weapons grant, Fiscal Court approve the purchase of the Glock pistols for the Spencer County Sheriff's department for \$11,461.00.

b) radio coverage concerns

There was a memo from Deputy Schmidt regarding radio coverage on Highgrove Road. Sheriff Herndon said that he had not directed Deputy Schmidt to write the memo. Esq. Brewer had some questions regarding the memo. He asked the Sheriff if the radios they were using were the ICOM radios and the Sheriff replied they were. Esq. Brewer asked if the Sheriff had the radio that he had purchased there and the Sheriff replied that he was not on the scene that night. The Sheriff said that he told his deputies to call him if a situation arose that was serious and this was not a serious situation, but an aggravating one. Esq. Brewer asked Chief Nation if the Highgrove had bad radio coverage and Chief Nation replied that standardization of radios and coverage issues were two separate issues. There was the possibility that no matter what radio they had had, it could have been a problem. Discussion ensued regarding the ICOM radio system with Esq. J. Moody saying he didn't know how the Sheriff's department had functioned for the past eight years using them. The Sheriff said that radios were not bad, the issue was that they were not able to communicate with EMS and Fire services. The Sheriff said the new radio system would not clear up everything, but it would be a whole lot better than what they had now. Esq. J. Moody said that no matter how much money they spent, there would continue to be "dead spots" and the Sheriff said that Deputy Schmidt was able to go to the EMS vehicle and use their radio. The Sheriff said that the first responders were working better today than they had in the last eight years, and he thought that Mr. Nation would agree with that and Chris Limpp would agree with that.

SPENCER COUNTY SHERIFF'S OFFICE INTEROFFICE MEMO

TO: Sheriff Herndon and Chief Deputy Kemper

FROM: Deputy Schmidt

DATE: 06/13/2019

RE: 1975 Highgrove Road/Radio coverage

On this date, SO16 and I responded to a motor vehicle accident at 1975 Highgrove Road. As we were working the scene, I attempted 3 times to notify KSP of Unit 1's Operators license number and also the license plate. I finally yelled over to SO16 and asked if he could hear me on the radio. He replied that he hadn't heard me and the EMS crew stated that this is always a bad spot/area and we would have no service. They advised me to take my radio out of its holder and raise it up high in the air and I might possibly get service. I tried it and got nothing. I then attempted to call dispatch from my in car radio and had no luck there as well. EMS radios were not working either. They somehow managed to get on the Sheriff's "special" channel in their vehicle and were able to transmit so I used their radio for all of my transmissions at the scene. I feel like this is important information for future reference. I will continue to to inform you of dead spots as I find them in Spencer County.

The Judge reported that they had only received one bid for new equipment. They had bid for both new radios and used radios. He wanted to be a good steward of taxpayers' dollars, despite what some would say or think. There may be a different question on the repeater, maybe a used repeater, he felt that would serve them well. He would really like to move on and get the radio problem solved. He had hand me downs as a kid, and he thought that we were better as a community than trying to resort to hand me down radios for our first responders. This was going to be one rare, rare, rare moment, and that was, he was going to make a motion.

- Motion made by County Judge Executive, John Riley, to move forward and accept the bid from J&N Electronics in Carrollton Kentucky, to supply these radios, the total amount is \$44,741.00. That money can be transferred from the Spears Drive project which is account # 018099716 to account # 0150157030 (sheriff computer and communications equipment).

Discussion ensued regarding the amount of money to be transferred for the proposed purchase. Esq. Brewer suggested transferring \$50,000.00 as the price of the radios had gone up. Discussion continued with the Judge asking Esq. Brewer if he had been notified of a price increase. Esq. Brewer said he had been notified the past Friday that there had been a price increase. Motion restated by County Judge Executive, John Riley.

- Motion is to transfer \$45,500.00 from the said accounts to the said accounts and go ahead and exercise and purchase these radios. Second by Esq. Beaverson.

Discussion ensued with the Judge saying they could come back at a later date and discuss the repeater that they would need that would basically function as a back-up system to the current repeater. Esq. Travis said that for the Sheriff's department and all the first responders they could not hold back on spending money for the security and safety of the citizens. He looked at the money needed for the radios a little differently than a new cruiser. This was equipment, just like those police cruisers were equipment. It was equipment, and when they needed it, they needed it. The Judge had some level of comfort buying from not only a Kentucky company, but if there was a problem with one of the radios, to have someone able to program, there was a lot of programming with those. He did not know that if they purchased them used out of Colorado, and before they sent them, have them programmed with them not being familiar with the channels and what all that needed to be programmed into those radios. He didn't know if they were even capable of programming them. Esq. Brewer said that no matter who the radios were purchased from, they would program them and it didn't matter if they came from Connecticut, Carrollton or Lawrenceburg. Esq. Brewer said that they would still need to purchase another repeater, costing anywhere from \$3,300.00 to \$20,000.00. Esq. Brewer had another proposal that everyone had received at the last meeting. It was for \$27,500.00. If the court opted to go with the new radios, they would still need to purchase a repeater. If they chose the radios from the company from Colorado, the repeater was included in the price. The quote that Esq. Brewer referred to was from Sonic Communications in Colorado. Esq. J. Moody remarked that Esq. Brewer had done research for approximately six months and he respected his opinion, and he wanted to know what he recommended. Esq. Brewer stated that no matter which radios were purchased, if they bought used equipment and something went wrong, everyone would criticize their decision. If they bought new, there was a possibility that something would go wrong as well. The used equipment had a 90-day warranty, the new equipment had a 3-year warranty. In order to save the County money, he would vote to buy the used equipment. It was half the cost, it was \$27,000.00, not including the cost of a new repeater. The used radios were P-25 radios and the reason he researched this company was that he had asked some leaders in the County, and they were the ones that brought the company to him.

There was equipment (a repeater) being used in the County that had been purchased from this company in 2013. Esq. J. Moody remarked that he thought the County was wasting money and then would go to the taxpayers for a tax increase. The Judge said that was one way of looking at

it, but his way of looking at it was that he wanted to keep the first responders safe. The Judge said that they had a local emergency planning committee and a 911 committee that have both looked at the issue in detail, not just a Magistrate at the table, no disrespect to Esq. Brewer, that involved every emergency responder in the county. The recommendation from the 911 and the LEPC committee was to go ahead and purchase the radios They met quarterly and he didn't know if they wanted to wait until they met again. These were the people who used the radios. Every day that went by there was an issue with the radios and the fact that the fire department and the City police can't communicate with the Sheriff's office and EMS, and that was just not a good situation at all. Esq. J. Moody said they were not talking about whether or not to buy the radios, they all agreed that they couldn't communicate. Esq. J. Moody agreed 100% that they couldn't communicate, but the radios that cost \$27,000.00 would do the same thing as the \$50,000.00 radios. He said that they needed to choose the used radios. Esq. J. Moody said that the Fire Chief had some of them and the City police had some of the radios. Esq. J. Moody remarked that the radios were not budgeted. The Judge said that there was a 90-day warranty on the used radios versus a 3-year-warranty on the new radios. Esq. Brewer said that they also had 30 days once the radios were installed to make sure that they were working properly and there was a full refund if they were not. The 90-day warranty started when the radios were received. The Judge asked Chief Nation if the equipment they purchased from the Colorado company was radios or just a repeater. Chief Nation replied they purchased a used repeater, and they were lucky enough to purchase new radios with Homeland Security grant money. Chief Nation said that Mr. Craig Smith had helped them in the purchase of their repeater as he worked with the federal government on their radios. Esq. Beaverson asked if the used radios had been refurbished and Esq. Brewer said that they were. Esq. Brewer said that there was a maintenance agreement that could be purchased with the used radios as well. Esq. Brewer said that he had relied on Craig Smith a lot to help him with his research on the radios. The Judge said that he would be interested in seeing what Craig Smith would recommend if he was sitting there today with them. Esq. Brewer said that Craig Smith had said that there was nothing wrong with buying the used radios. The biggest issue according to Craig Smith was the repeater, which was a necessity, no matter if they purchased new or used radios. The Judge asked Nathan Nation if they had any issues with the used repeater and Nathan Nation replied nothing at all. They had purchased their repeater from the same Colorado company that had the proposed used radios. The Judge's concern was that it was kicked around for four years and they pretty well beat it to death and if the motion failed, so be it. They were going to be amending their Admin Code to reflect the increase in the procurement restriction from \$20,000.00 to \$30,000.00. Esq. Beaverson suggested that if the motion failed, they could approve the quote for the used radios pending the amendment to the Administrative Code.

Roll call on the motion: Esq. Brewer, "nay"; Esq. M. Moody, "nay"; Esq. Beaverson, "nay"; Judge Riley, "aye"; Esq. Travis, "nay"; Esq. J. Moody, "nay". Motion fails.

Discussion ensued regarding the amending of the Administrative Code. Esq. Travis asked the County Attorney when the new statutes went into effect and asked if the state's new limit on procurement would override the County's limit in its' Admin Code. The Judge answered that the Auditor had put out a memo on that said that counties needed to change their Admin Code. The County Attorney said that he thought that the Auditor had left it up to the counties as to when they wanted to put it into their Admin Code. He said they should have their code parallel with the state statute. Esq. M. Moody said he believed that if they voted on the purchase and then changed the Admin Code that they would be stepping over the line. The County Attorney remarked that he would have to do more research. Esq. M. Moody said that he wanted to buy the radios but he wanted to do it legally.

The Judge said that he had been told that the Admin Code did not need to be in the form of an ordinance, that it could be done by resolution. Rich Ornstein from KACO had advised the Judge that he felt it needed to be in ordinance form because it was something of a lasting nature.

H. Old business

SPENCER COUNTY
F25 PG437

| Employee | current payrate | Average yearly hours | est OT hours | OT rate | base pay only | pay minimum estimate with potential OT | 2019-20 budgeted line total | 2018 actual pay | raises different than \$0.50/hr | new proposed pay rate | Average yearly hours | est OT hours | New OT rate | base pay new rate | pay minimum estimate with potential OT | Potential budget appropriation line shortage |
|------------------|--------------------|----------------------------|--------------------|------------|------------------|--|-----------------------------------|--------------------|--|-----------------------------|----------------------------|--------------------|----------------|----------------------|--|---|
| general: | | | | | | | | | | | | | | | | |
| Karen Clark | \$24.03 | 2080 | | \$36.05 | \$49,982.40 | \$49,982.40 | \$50,000.00 | 49826 | | \$24.53 | 2080 | | \$36.80 | \$51,022.40 | \$51,022.40 | -\$1,022.40 |
| Brittany Veto | \$10.00 | 1040 | | \$15.00 | \$10,400.00 | \$10,400.00 | \$26,000.00 | 10216 | ***** | \$13.00 | 2080 | | \$19.50 | \$27,040.00 | \$27,040.00 | -\$1,040.00 |
| Doug Williams | \$20.22 | 2080 | 20 | \$30.33 | \$42,057.60 | \$42,864.20 | \$43,312.00 | 45899 | | \$20.72 | 2080 | 20 | \$31.08 | \$43,097.60 | \$43,719.20 | -\$407.20 |
| Stephanie Smith | \$18.07 | 1040 | | \$27.11 | \$18,792.80 | \$18,792.80 | \$22,000.00 | \$20,901.00 | | \$18.57 | 1040 | | \$27.86 | \$19,312.80 | \$19,312.80 | \$2,687.20 |
| Gary Day | \$22.78 | 2080 | 50 | \$34.17 | \$47,382.40 | \$49,090.90 | \$48,312.00 | 48754 | | \$23.28 | 2080 | 50 | \$34.92 | \$48,422.40 | \$50,168.40 | -\$1,856.40 |
| Randy Bush | \$17.50 | 2080 | 300 | \$26.25 | \$36,400.00 | \$44,275.00 | \$40,000.00 | 35165 | | \$18.00 | 2080 | 300 | \$27.00 | \$37,440.00 | \$45,540.00 | -\$8,540.00 |
| Brian Spencer | \$15.35 | 2080 | 100 | \$23.03 | \$31,928.00 | \$34,230.50 | \$34,400.00 | 38971 | | \$15.85 | 2080 | 100 | \$23.78 | \$32,968.00 | \$35,345.50 | -\$945.50 |
| R.E. Tindle | \$10.21 | 1040 | | \$15.32 | \$10,618.40 | \$10,618.40 | \$27,000.00 | \$17,913.00 | | \$12.00 | 1040 | | \$18.00 | \$12,480.00 | \$22,480.00 | -\$9,870.00 |
| Wayne Bedmon | \$10.00 | 2080 | | \$15.00 | \$20,800.00 | \$20,800.00 | \$30,000.00 | 8265 | ***** | \$11.00 | 2080 | | \$16.50 | \$22,880.00 | \$22,880.00 | -\$9,180.00 |
| Adrian Downs | \$10.97 | 2080 | 50 | \$16.46 | \$22,817.60 | \$23,640.35 | \$26,500.00 | 18883 | ***** | \$13.00 | 2080 | 50 | \$19.50 | \$27,040.00 | \$28,015.00 | -\$1,515.00 |
| Karen Spencer | \$15.35 | 2080 | 150 | \$23.03 | \$31,928.00 | \$35,381.75 | \$35,000.00 | 36657 | | \$15.85 | 2080 | 150 | \$23.78 | \$32,968.00 | \$36,534.25 | -\$1,534.25 |
| Betsy Bentley | \$10.59 | 1040 | | \$15.89 | \$11,013.80 | \$11,013.80 | \$12,000.00 | 36642 | | \$11.09 | 1040 | | \$16.64 | \$11,533.60 | \$11,533.60 | \$468.40 |
| Julie Smeazy | \$20.43 | 2080 | | \$30.65 | \$42,494.40 | \$42,494.40 | \$42,512.00 | 36642 | | \$20.93 | 2080 | | \$31.40 | \$43,534.40 | \$43,534.40 | -\$1,022.40 |
| Jan Kehne | \$12.09 | 2080 | | \$18.14 | \$25,147.20 | \$25,147.20 | \$25,000.00 | \$23,785.00 | ***** | \$13.50 | 2080 | | \$20.25 | \$28,080.00 | \$28,080.00 | -\$3,080.00 |
| David Wood | \$15.35 | 2080 | | \$23.03 | \$31,928.00 | \$31,928.00 | \$37,000.00 | | | \$15.85 | 2080 | 150 | \$23.78 | \$32,968.00 | \$36,534.25 | \$465.75 |
| Emily Ingram | \$10.00 | 1040 | | \$15.00 | \$10,400.00 | \$10,400.00 | \$21,500.00 | | | \$10.00 | 1040 | | \$15.00 | \$10,400.00 | \$10,400.00 | \$11,100.00 |
| Charlene Coulter | | | | | | 10000 | \$10,000.00 | | | | | | | | 10000 | |
| Scott Heath | | | | | | 3000 | \$3,000.00 | | | | | | | | 3000 | |
| Melanie Carroll | | | | | | 7812 | \$7,812.00 | | | | | | | | 7812 | |
| Amber Jaskowick | | | | | | | \$3,500.00 | | | | | | | | 3500 | |
| Becky Robinson | | | | | | 600 | \$600.00 | | | | | | | | 600 | |
| Katie O'Grady | | | | | 7000 | 7000 | \$7,000.00 | | | | | | | | 7000 | |
| Brett Beaverson | | | | | | | \$11,400.00 | | | | | | | | 11400 | |
| Tim Brewer | | | | | | | \$11,400.00 | | | | | | | | 11400 | |
| Ken Jones | | | | | | | \$25,000.00 | | | | | | | | 25000 | -5000 |
| Jerry Moody | | | | | | | \$14,400.00 | | | | | | | | 14400 | |
| Mike Moody | | | | | | | \$11,400.00 | | | | | | | | 11400 | |
| John Riley | | | | | | | \$88,600.00 | | | | | | | | 88600 | |
| Jim Travis | | | | | | | \$11,400.00 | | | | | | | | 11400 | |
| | | | | | | | \$53,247.67 | \$167,489.15 | | | | | | | \$3905,863 | 169539,223 |
| | | | | | | | smatch | nonmatch | | | | | | | smatch | nonmatch |

The Judge remarked that he appreciated a member of the community for putting the information on a spreadsheet. The Judge tried to simplify it. The Magistrates probably had a lot more information than they wanted or needed. He said that he thought that was what they had asked for and he gladly agreed that they did need more time. They had to be competitive on their pay rates, they are woefully inadequate, particularly at their Road department, so that was where some of the most significant changes were made. He wanted to give relief to the lower paid employees. The raise for the most part, outside of the Road department was \$0.50 per hour. It was not completely adequate for some of them. There were a select few that he recommended more than \$0.50 per hour. Brittany was one of those. R.E. Tindle was so woefully low to start with, Wayne Redmon was more than \$0.50, Adrian, these were just egregiously low pay rates. He recommended that they move forward with this. He recognized Esq. Travis. Esq. Travis remarked that the spreadsheet may be simplified, he said he might be a simple-minded person, but he didn't understand the spreadsheet. The Judge remarked that this was not simplified, what they received at the last meeting was. Esq. Travis asked for a breakdown of the percentage or the dollar amount of increase on the social security match, the retirement match, health. He wanted to know exactly the amount the pay raise was going to cost. He gave the example of an EMS employee and the match for this year that would remain the same with a pay increase, which he said was not possible. Esq. M. Moody said that in the Road department the match actually went down and the retirement also went down. Esq. Travis said the numbers were not totally accurate. Esq. Travis asked that the information be corrected and brought back to the next meeting. He also asked that the information be a little easier to understand and complete. The Judge was not certain that at this point, and he asked Karen to chime in, and asked her if she saw any numbers on the spreadsheet that were incorrect. The Judge remarked that you were trying to anticipate some overtime, the numbers were not going to be exact based on how many hours they turned in on their timesheet. Esq. Travis explained that they were talking about base pay, not overtime. The Judge had asked Karen to come over and answer any questions they had and if they wanted something different than what they had there, explain to her what it was that they wanted. Esq. Travis again asked for a breakdown of the increases for retirement, social security, health employee by employee and then a total of all employees together. Esq. Brewer commented that they should consider if an employee was a new hire or if they had received a raise in pay within the last year before considering another raise at this time mentioning that Randy Bush had received a \$5.00 per hour four or five months earlier. Discussion continued with no action being taken.

I. New business

1. Roads
 - a) Ordinance #9 (2019 series) second reading and adoption for Elk Chase roads

Spencer County, Kentucky
Ordinance No. 9
Fiscal Year 2019 Series

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

Whereas, developers of the Elk Chase subdivision have voluntarily surrendered road bond funds to the Spencer County Fiscal Court for the completion of the roads and adoption into the County Road System; and

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

Now Therefore, Be It Ordained by the Fiscal Court of Spencer County, Commonwealth of Kentucky that the Fiscal Court does hereby adopt onto the Spencer County Road System, the following road(s) within the Elk Chase subdivision:

**Elk Chase Court, 0.36mile
Elk Chase Drive, 0.377mile
Running Creek Court, 0.080mile**

Given first reading and approval on June 3, 2019

Given second reading and adoption on July 1, 2019

John Riley, Spencer County Judge Executive

Attest:

Lynn Hesselbrock, Spencer Fiscal Court Clerk

Discussion ensued with Esq. Travis remarking that they may need to specify the number of lots that needed to be developed before adoption of the roads into the County road system. The Judge asked a member of the audience how many lots needed to be developed yet, and the individual said approximately 15. He said he thought the subdivision was approximately 80% developed. The Judge felt that amount was sufficient to move forward. Discussion continued.

- Motion made by Esq. Brewer, seconded by Esq. Travis, with all members of the Court present voting "ay", it is hereby ordered to approve the second reading and adoption of Ordinance #9 (2019 series).
- Motion made by Esq. Brewer, seconded by Esq. Travis, with all members of the Court present voting "aye", it is hereby ordered to authorize the Judge Executive to begin repairs on the roads in Elk Chase using the bond money available in the County's escrow account.

The Judge remarked that they would be coordinating any work to be done in Elk Chase with Esq. Brewer and the Road Foreman and of course, the homeowners.

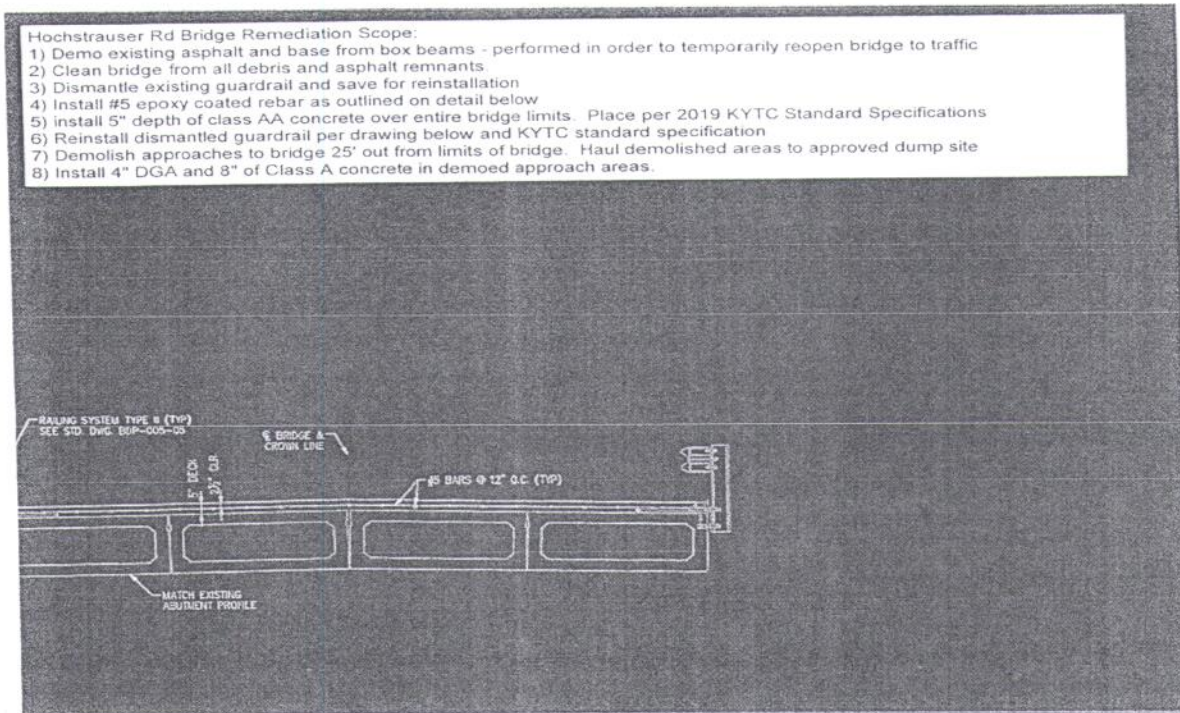
- Motion made by Esq. Brewer, seconded by Esq. Travis, with all members of the Court present voting "aye", it is hereby ordered to authorize the Treasurer to move the Elk Chase road bond money into the Road Fund.
- b) authorization to begin Pilots Way repairs using available road bond funds
- Motion made by Esq. Travis, seconded by Esq. Brewer, with all members of the Court present voting "aye", it is hereby ordered to use available road bond funds to begin repairs on Pilots Way and Cessna Court.

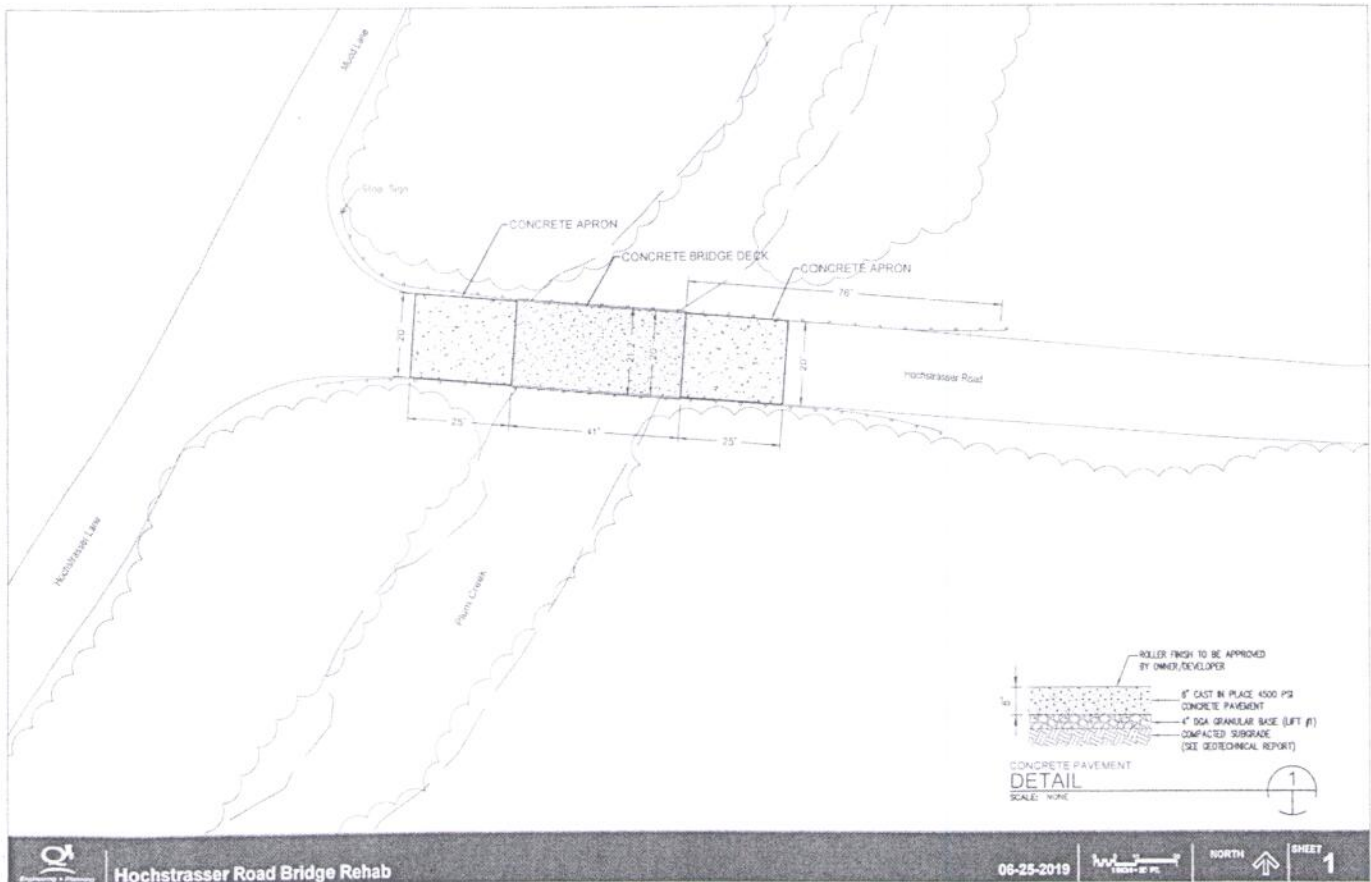
Discussion ensued regarding the use of Flex Funds. Esq. Travis remarked that the funds could be used for State road or County road project and could be used for repair work, not specifically repaving. The Judge remarked that he had clarified this with Transportation and it was only paving, not repairs. Esq. Travis asked why is said maintenance road projects. The Judge had spoken with the Commissioner of Rural Secondary Roads, he oversaw that, and it was for paving. Esq. Travis asked if there was \$25,000.00 left over from last year from paving money for Pilots Way. He asked if this was the road bond money and Karen Clark replied that it was not and she thought that it was part of discretionary project funds. Discretionary money was only for paving per the Judge.

- c) authorization to request emergency state funds for Hochstrasser Rd bridge

Hauchstrauser Rd Concrete overlay repair - Construction Estimate

| | UOM | Unit Qty | Unit Price | Total |
|--|-----|----------|-------------|--------------|
| Traffic Control | LS | 1 | \$ 500.00 | \$ 500.00 |
| Clean and prep bridge deck - 41' x 20' | SF | 820 | \$ 1.00 | \$ 820.00 |
| Dismantle bridge guardrail | LF | 82 | \$ 1.41 | \$ 115.62 |
| install #5 rebar - Epoxy coated | Lbs | 1800 | \$ 1.18 | \$ 2,124.00 |
| 5" Class AA concrete - Bridge Deck | CY | 15 | \$ 733.26 | \$ 10,998.90 |
| Armored Edge | LF | 40 | \$ 155.00 | \$ 6,200.00 |
| Reinstall bridge guardrail | LF | 82 | \$ 20.00 | \$ 1,640.00 |
| | | | | |
| Dismantle roadway guardrail | LF | 100 | \$ 1.41 | \$ 141.00 |
| Excavate existitng roadway | CY | 40 | \$ 45.00 | \$ 1,800.00 |
| DGA | TN | 30 | \$ 22.88 | \$ 686.40 |
| Class A concrete | CY | 25 | \$ 635.00 | \$ 15,875.00 |
| Reinstall guardrail | LF | 100 | \$ 20.00 | \$ 2,000.00 |
| | | | | |
| Mobilization | LS | 1 | \$ 2,145.05 | \$ 2,145.05 |
| Demobilization | LS | 1 | \$ 643.51 | \$ 643.51 |





Esq. Travis said that the bridge had washout over a period of time and had been paved over time and again.

- Motion made by Esq. Travis, seconded by Esq. Brewer, with all members of the Court present voting “aye”, it is hereby ordered to authorize the County Judge to execute any documents necessary to request and use the emergency state road funds for the Hochstrasser Road bridge repair.

d) designation of roads for FLEX funds request

There was around \$84,000.00 they could use toward paving on County roads. They were looking at Murray Road. There was also a list of around 1.7 million dollars’ worth of paving that Todd listed. He spoke with Greg Tomblyn who would oversee the awarding of the funds, and he told the Judge to submit the entire list, but they were not going to get it all and prioritize it. He needed to have discussion with Todd and he would consider any input from the Magistrates. The Judge continued to explain the FLEX road program. Esq. Travis asked if they were talking about FLEX funds and the Judge replied FLEX and discretionary. Esq. Travis suggested they hold off until they knew how many of the roads they would get and then make a decision. The Judge wanted to get the discretionary list to them by the end of July. No action taken.

e) Roberts Road

Esq. Brewer had been involved in some of the discussions about Roberts Road, as was Esq. Travis. The County has been maintaining a section of what is called Roberts Road, that is a gravel road. It was not, as they had discovered, on the official county road list, which has a number assigned to it, the length that Todd had measured. The road that they had on the official road list as Roberts Road, did not include the

extra half-mile of gravel road, but the county has been maintaining it for since no telling when. There was also from the 2018 FEMA event, that was one of the roads the county was claiming for some repairs in the amount of approximately \$22,000.00. They needed to do the research and find out at what point was that road moved; they couldn't have two Roberts Roads. Esq. Brewer said that as of now, technically, it was still a county road and just because it was not on paper. It was never deeded back to the land owner at that time, because the road used to go down that gravel road. Because it used to flood on the lower end, they went up on the higher end, and it was never changed on the county paperwork. The county was still maintaining the road because technically it was a county road. The Judge said that they would need to adopt it by ordinance as a county road to clean up an error. The only way you could have a road and adopt it officially, they had to do that by ordinance and call it something else to distinguish it from Roberts Road. Esq. Travis said that they could always do away with it as a county road because now it went back to one property, and it was like a private driveway. They could decide to discontinue it as a county road. There was a process to do that too, and as the Judge understood it, if there was one objection out there, you were not able to relinquish the county ownership of that right of way. There would be some objection and he thought that she was going to want to it to continue it to be a county road. Esq. Travis said sure, wouldn't you want somebody to maintain your driveway? They were going to have to research that and Esq. Brewer was going to be all over that and it was not going to be an easy one to figure out. The reason was that a lady was going to be building a house back there and they were going to have to, as a county, give her permission to put the waterline in the county right of way, if that was in fact, a county right of way. If it is not, they were going to have to take it and delete it from their FEMA claim of 2018. No action taken.

2. Ordinance #1 (2019 series) for amendment to administrative code, first reading

Spencer County, Kentucky
Ordinance No. 1
Fiscal Year 2020 Series

An Ordinance to Amend the Spencer County Fiscal Court Administrative Code

Whereas, Kentucky Revised Statute Chapter 68, was created for the purpose of creating a sound and efficient administration of county government; and

Whereas, on December 17, 2018 the Fiscal Court of Spencer County, Kentucky adopted the Spencer County Administrative Code, as Ordinance No. 3 (2019 Series) pursuant to and as required by KRS Chapter 68; and

Whereas, the Fiscal Court has determined it necessary to amend the Code to reflect changes in procurement;

Now Therefore Be It Ordained by the Fiscal Court of Spencer County, Commonwealth of Kentucky that:

Section One. Chapter 6 Procurement, is hereby replaced in its entirety, with the following additions:

1. Add "**Section I: PROCUREMENT**"

1. The County Judge/Executive or his/her designee shall be responsible for the performance and administration of procurement function for county government, as set forth in KRS 424.260 and requirements established by the State Local Finance Officer.
 - A. Any purchase exceeding \$1,000 shall first receive fiscal court approval.
 - B. Any purchase of less than \$1,000 shall be deemed a small purchase.
 - C. Small purchases shall be made in the open market. Every effort should be made to get the lowest and best price and to share the business among responsible vendors. Quotes are to be taken for most small purchases.
 - D. For all purchases, the Judge/Executive will prepare a three-part purchase order. Copies of the purchase order will be distributed as follows: one for the vendor, one for the agency requesting the items, and one for the Judge/Executive/Treasurer.

Section II: SEALED BIDDING PROCEDURES

1. Sealed bidding procedures shall be followed under the circumstances, conditions, and in the manner as set forth in KRS 424.260.

2. The agency, department, official, or person requiring a contract or purchase from county funds not covered by small purchase procedures shall submit to the Judge/Executive a written request containing specifications, quantities, and delivery desired.
3. The Judge/Executive shall report the request to the Fiscal Court with a statement of need, the approximate cost and whether or not the expenditure is provided for in the budget.
4. The Fiscal Court shall examine the request and approve or reject it. If the request is approved, the Fiscal Court shall set any evaluation factors to be considered in the bid selection. If any items to be purchased are on State Price Contract, the bid selection process is not necessary.
5. The Judge/Executive shall place an appropriate advertisement in the newspaper and shall open all bids publicly at the time and place stated in the advertisement.
6. The Judge/Executive shall submit all responsive bids to the Fiscal Court that shall select the lowest or lowest evaluated bid by a qualified bidder. The Judge/Executive shall notify the bidders of the award.
7. The Judge/Executive shall sign a contract or issue a purchase order with the one receiving the award.
8. Cancellation of any invitation to bid upon a written determination that such action is in the best interest of the county.
9. Inspection of the place of business, any operation, and the examination of any financial information of any offeror engaged in the negotiated process with the county; and completion of an audit to be made of any contractor under a negotiated contract.

Section III: PROCEDURES FOR THE PREREQUISITE TO THE USE OF NEGOTIATED PROCUREMENT

1. Negotiated procedures may be used under the following circumstances:
 - A. An emergency exists, and has so been declared and documented.
 - B. The contract is for professional services.
 - C. All bids received exceed the amount budgeted. "

Given first reading and approval on _____

Given second reading and approval on _____

John Riley
Spencer County Judge Executive

Attest:

Lynn Hesselbrock
Spencer County Fiscal Court Clerk

The only change was in respect to procurement. It only referred to KRS 424.260, there was previously a dollar amount and now there was none.

- Motion made by Esq. M. Moody, seconded by Esq. Travis, with all members of the Court present voting “aye”, it is hereby ordered to approve the first reading of Ordinance #1 (2019 series) for amendment to the administrative code.

3. Drug testing procedures

The employee handbook had been changed to require drug testing of any accidents and the Judge wanted to know what they did at two in the morning if a road department employee was pushing snow and hit a mailbox. He assumed that was going to be considered an accident and there was property damage. Where did you take him at 2 in the morning? He had done some research and Carrier Concepts was currently doing the CDL testing but they did not have information on that. They would be happy to meet the employee here in Taylorsville. The EMS office seemed to be a reasonable place to have a random test done. If they had a road employee knock a mailbox over at 2 in the morning, they would have another employee drive him over to the EMS building. The ER wouldn't even do that, they had enough things to handle. It was \$40.00 for the test and \$15.00 for after hours. That would be the Judge's plan but he wanted some clear guidance on what was an accident. He didn't want to get it down to every paper cut and he didn't want it to get to a point where employees didn't report things like pulling a muscle moving a piece of equipment, that was an accident, maybe even a worker's comp claim. He didn't think that an EMS person getting an eye scratch from an elderly patient rose to the level of needing a drug test, but they will do that now, but he just needed to have some guidance and surely there was some reason to this. He knew that Esq. M. Moody wanted to take the burden of making that decision off the Judge, he wanted to take any discretion away from him to be able to make that decision. He thought that there needed to be some reasonable discretion about whether they tested or whether they didn't. The Judge suggested that they let that decision lay in the hands of the personnel committee, and that was now Esq. Beaverson, the Judge and the supervisor. The Judge it was never the issue that he have the power, that he gave somebody a pass, that was never an issue, it may be in somebody's mind. He didn't know how many times that Esq. Beaverson wanted to be woke up at 2 in the morning, but he thought that if he was to call him and told him he had a road department employee who had hit a mailbox, and he asked him what he thought, if he thought it rose to the level of needing to run him down and have him tested. He may be a CDL driver already that's been tested, and he didn't think that a reasonable person would say that, particularly when you were trying to get snow off the road and get school opened up in the morning. He recognized Esq. M. Moody who said the way it was now, it was every accident, and he said he believed it should stay that way and revisit it in 6 months. Instead of theorizing that it may be inconvenient for him or somebody else to make that decision, let's just leave it the way it was and see what they had. He likened it to planting a crop and spending the money before the seeds came out of the ground. The Judge had a problem with an accident being clearly defined. Esq. M. Moody said that it was: if there was physical or property damage it was an accident. The Judge gave another example of the mechanic having a wrench slip and busting his knuckle, he had injury, did the Judge need to run him down and have him drug tested because of that? Esq. Travis remarked that he didn't think the mechanic would report every little nick and cut. The Judge said that they would be surprised, it may be more than a scrape on the knuckle. Discussion continued with no action being taken.

4. health board tax rates

The 2019 tax rates for the County Board of Health were presented to the court.

- Motion to approve the tax rates by Esq. Beaverson, seconded by Esq. Travis. No action necessary. Motion and second withdrawn.

5. proposal for FYE 2019 audit from RHW

RWH

Roy W. Hunter, CPA

March 18, 2019

Members of Spencer County Fiscal Court
c/o The Honorable John Riley, County Judge Executive
440 Main Street
Taylorsville, KY 41008

RE: Fiscal Court Audit Proposal for Year Ended June 30, 2019

Members of the Fiscal Court:

Thank you for the opportunity to serve Spencer County's audit needs for 2018. I am currently planning my audit schedule for clients with a June 30, 2019 year end. Please consider this proposal to continue serving as your financial statement auditor.

This opportunity to lock in the audit cost and get on my schedule early is quite beneficial as your budgeting deadlines are imminent.

For 2019, I can reduce the fee slightly as I have gained a familiarity with your financial activities and thus can reduce the time required to complete the audit. The attached engagement letter presumes Spencer County will not need a Federal Single Audit and proposes a fixed fee of \$9,495. In the event the Single Audit threshold of \$750,000 in expenditures of Federal awards is reached, the fee will be an additional \$1,400.

Recall that I have been in the field, hands on, performing audits throughout Kentucky for 27 years including nearly 20 years as a field auditor with the Auditor of Public Accounts. Regular clients of the firm in this region include Carroll County, Oldham County, Owen County and Gallatin County.

If this proposal is agreeable, please obtain Judge Executive signature on the attached engagement letter and return to me. I will get your audit on the schedule as soon as possible.

Sincerely,

Edward Lentz, CPA

1890 Star Shoot Parkway
Suite 170-147
Lexington, KY 40509

859-806-5342

Roy.Hunter@CPA.com

CH-61
(Rev. 04/04)

RESOLUTION OF SPENCER COUNTY BOARD OF HEALTH
ESTABLISHING PUBLIC HEALTH TAX RATE IN THE YEAR OF 2019
FOR SPENCER COUNTY PUBLIC HEALTH TAXING DISTRICT
CREATED BY KRS 212.750

The SPENCER County Board of Health met on the 1st day of April at Taylorsville, Kentucky.

MEMBERS PRESENT:
DR. HENRY GREENWELL THOMAS CRAIN BRETT BEAVERSON
LARRY CHEEK REBECCA WILSON Judge JOHN RILEY
JOHN SNIDER RYAN MCGIFFIN LYNN GOODLET

On motion by Judge John Riley duly seconded by BRETT BEAVERSON and carried, the following resolution was adopted:

WHEREAS, a public health taxing district for SPENCER County, Kentucky, was established pursuant to the provisions of KRS 212.750 and;

WHEREAS, the members of the county or city-county board of health are by virtue of their office the governing body of the public health taxing district and are authorized to perform all duties attendant thereto in addition to their duties as members of the county or city-county board of health; and

WHEREAS, the other tax levying authorities within the taxing district have not in the opinion of this Board of Health appropriated an amount sufficient to meet the public health needs of the SPENCER County Health Department nor an amount sufficient to meet the standards prescribed by the Cabinet for Health and Family Services;

NOW, THEREFORE, BE IT RESOLVED that there is hereby levied a special ad valorem tax upon all property subject to taxation in SPENCER County, Kentucky as provided by KRS 212.755 at the rate of 4.0 cents per \$100 of the assessed valuation of all real property and at the rate of 4.0 cents assessed valuation of all personal property; and at the rate of 4.0 cents per \$100 of the assessed valuation of all motor vehicles in SPENCER County as of January 1, 2019. The motor vehicle tax rate will be applicable to calendar year beginning January 1, 2020.

The fiscal court of SPENCER County, Kentucky, is hereby requested to levy such tax as set forth in the resolution which shall be in addition to all other county ad valorem taxes and to cause the same to be properly placed upon the tax bills of all taxpayers liable therefore by the proper county officers and to direct the sheriff of SPENCER County, Kentucky, to collect, receive and remit the proceeds of this levy to the SPENCER County Board of Health and to do any and all other things necessary, requisite and proper in the premises.

The secretary is directed to deliver a duly certified copy of this resolution to the fiscal court of SPENCER County, Kentucky, on the 1 day of April, 2019.

[Signature] Member [Signature] Member [Signature] Member [Signature] Member
[Signature] Member [Signature] Member [Signature] Member [Signature] Member
[Signature] Member [Signature] Member [Signature] Member [Signature] Member

I, Leigh A STRATTON Secretary of the SPENCER County Board of Health, certify that the foregoing resolution was adopted by said Board and Signed by its members whose names appear thereon at a meeting of said Board of Health at Taylorsville Kentucky, on the 1 day of April, 2019.

[Signature]
Secretary SPENCER County Board of Health

I, _____ Commissioner, Department for Public Health, hereby certify that the foregoing resolution of the _____ County Board of Health imposing a special ad valorem public health tax levy in the amount of _____ per \$100 of the assessed valuation of all real property and at the rate of _____ cents per \$100 of the assessed valuation of all personal property in the _____ County for the year _____; and at the rate of _____ cents per \$100 of the assessed valuation of all motor vehicles in the _____ County for the year _____ is hereby approved by the Department for Public Health on this the _____ day of _____.

Commissioner, Department for Public Health

NOTE: A COPY OF THE OFFICIAL BOARD OF HEALTH MINUTES ESTABLISHING THE TAX RATE MUST ACCOMPANY THIS RESOLUTION WHEN SUBMITTED TO THE DEPARTMENT FOR PUBLIC HEALTH.

- Motion made by Esq. Beaver, seconded by Esq. Travis, with all members of the Court present voting "aye", it is hereby ordered to approve the proposal from RWW to perform the FYE 2019 Fiscal Court audit for the fixed fee of \$9,495.00.

The Judge told the court that the state Auditor had been asked for permission by him to have an outside auditor perform their FYE 2019 audit, and the Auditor had granted him permission to do so. The State Auditor will review the audit for a fee. The judge said that they had saved a significant amount of money by going with an outside auditor, and the timing of getting this done, the Auditor's office was so far behind and they encouraged them to use outside auditors. Esq. Beaver inquired how often they were required to undergo an audit by the State Auditor and the Judge replied every 4 years. Esq. Brewer said his concern was using the same company over and over and getting the same result and the Judge said he would not recommend using them more than 3 years in a row. He gave the example of KIPDA

using the same firm year after year, but with a different principle. Esq. Travis remarked that RWH had more than one CPA.

6. jail contract

Jun 14, 2019 2:50PM

Darrell Cox, Jailer
Office of the Jailer
Phone: (502) 633-2343



No. 3814 P. 2

1000 Bobby Waits Ln.
Shelbyville, KY 40065
Fax: (502) 633-1624

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between SHELBY COUNTY FISCAL COURT and the SHELBY COUNTY JAILER, Parties of the First Part, and SPENCER COUNTY FISCAL COURT and the SPENCER COUNTY JAILER, Parties of the Second Part.

WITNESSETH:

WHEREAS the parties hereto desire to enter into an agreement whereby prisoners from Spencer County, Kentucky, are detained and housed by the Shelby County Jailer at the Shelby County Detention Center located in Shelbyville, Kentucky, and

WHEREAS, the parties hereby agree that the Shelby County Jailer will detain and house Spencer County inmates at the Shelby County Detention Center located in Shelbyville, Kentucky, subject to the following:

TERMS AND CONDITIONS:

1. Party of the Second Part will compensate Party of the First Part at the daily rate of \$31.00 per prisoner detained and housed by Party of the First Part.
2. Party of the Second Part shall make payment to the Shelby County Fiscal Court with all payments being applied to the Shelby County Jail Account. Party of the first Part shall charge Party of the Second Part for the exact number of Spencer County Prisoners housed and detained by Party of the Second Part each month.
3. Party of the Second Part shall be responsible for transporting Spencer County prisoners to and from the Shelby County Detention Center and shall provide adequate notice to the Shelby County Detention Center of the dates and times that Spencer County prisoners will be delivered to and removed from the Shelby County Detention Center. In the event that it becomes necessary for Spencer County prisoners to be transported to any location outside the confines of the Shelby County Detention Center by staff or personnel employed by the Party of First Part for any reason, including but not limited to court appearances, doctor appointments, or hospital visits, Party of the Second Part shall pay Party of the First Part a fee of \$25.00 per hour per staff or personnel utilized for guard duty as well as a mileage charge at the rate of \$0.49 cents per mile.

JUL 14 2019 12:50PM

No 3814 P. 3

Darrell Cox, Jailer
Office of the Jailer
Phone: (502) 633-2343



1000 Bobby Waits Ln.
Shelbyville, KY 40065
Fax: (502) 633-1624

4. Prior to accepting any Spencer County prisoner who is injured, Party of the Second Part will provide Party of the First Part with a doctor's statement indicating that the prisoner has been examined by the doctor and that the examining doctor has released said prisoner from the doctor's care. The officer transporting and delivering the Spencer County prisoner on behalf of the Party of the Second Part shall provide the foregoing documentation at the time of delivery to the employee or staff member of the Party of the First Part who receives the Spencer County prisoner.
5. Except for injuries attributable to the Party of the First Part or its staff or personnel, Party of the First Part shall not be financially responsible for any medical treatment costs incurred by Spencer County prisoners while incarcerated at the Shelby County Detention Center, including but not limited to, costs for medication, doctor visits, hospital visits, and any medical test or procedures. Party of the First Part shall not be responsible for determining whether or not any Spencer County prisoner is or is not indigent. Party of the Second Part shall be responsible for collecting any amounts due and owing by Spencer County prisoners for medical costs incurred by those prisoners while detained in the Shelby County Detention Center.
6. In the event that Spencer County prisoners must be removed from the Shelby County Detention Center, whether due to space limitations or other factors, Party of the Second Part shall be responsible for locating alternative placement for any such Spencer County prisoners and Party of the Second Part shall be responsible for transportation of any such Spencer County prisoners from the Shelby County Detention Center.
7. In the discretion of the Party of the First Part, any Spencer County prisoner detained at the Shelby County Detention Center who is eligible for the community service work program may be used in that program.
8. This agreement shall remain in full force and effect until June 30, 2020, unless terminated earlier by either party upon SIXTY (60) days written notice. This agreement shall be modified only upon written agreement signed by all parties.

Jun. 14. 2019 2:50PM

No. 3514 P. 4

Darrell Cox, Jailer
Office of the Jailer
Phone: (502) 633-2343



1000 Bobby Waits Ln.
Shelbyville, KY 40065
Fax: (502) 633-1624

IN TESTIMONY WHEREOF, witness the hands of the parties hereto, this the day the date first above written.

SHELBY COUNTY FISCAL COURT

SPENCER COUNTY FISCAL COURT

Dan Ison

John Riley

Shelby County Judge/Executive

Spencer County Judge/Executive

SHELBY COUNTY JAILER

SPENCER COUNTY JAILER

Darrell Cox

Melvin Gore

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

- Motion made by Esq. Travis, seconded by Esq. Beaverson with all members of the Court present voting "aye", it is hereby ordered to authorize the Judge to execute the contract with Darrell Cox, the Shelby County Jailer.

7. Department of Agriculture grant

- Motion made by Esq. Travis, seconded by Esq. Beaverson, with all members of the Court present voting "aye", it is hereby ordered to approve the acceptance of the grant for the Department of Agriculture for dead animal removal in the amount of \$6,047.00.



GOVERNOR'S OFFICE OF AGRICULTURAL POLICY

Matthew G. Bevin
Governor

404 Ann Street
Frankfort, Kentucky 40601
Phone (502) 564-4627
Fax (502) 564-8990
agpolicy.ky.gov

Warren Beeler
Executive Director

June 21, 2019

Spencer County Fiscal Court
c/o Mr. Doug Williams
P.O. Box 183
Taylorsville, KY 40071

**RE: A2019-0147, Spencer County Fiscal Court
Deceased Farm Animal Removal Program 2019**

Dear Mr. Williams:

I am pleased to inform you that the Kentucky Agricultural Development Board ("Board") has approved grant funding for \$6,047 in Spencer County funds to implement a Deceased Farm Animal Removal Program (DAR) for Spencer County.

Enclosed, you will find a nine (9) page Legal Agreement outlining the provisions for the implementation of the 2019 DAR Program. Please review the terms of the Agreement with the appropriate individuals of the Spencer County Fiscal Court and return the original signed and dated Legal Agreement to our office at the address listed above.

Reporting is one of the requirements of administering any KADF program. Reporting forms must be submitted electronically every six (6) months, and can be accessed on our website at <http://agpolicy.ky.gov/>. Failure to comply with this requirement may result in the denial of requests for funding in the future. If you have any further questions please do not hesitate to contact me.

Sincerely,

Sandra P. Gardner
Director of Compliance & Outreach

Enclosure

cc: Spencer County Agricultural Development Council
Stefanie Osterman, County Programs Manager

A2019-0147

LEGAL AGREEMENT BETWEEN
THE KENTUCKY AGRICULTURAL DEVELOPMENT BOARD
AND
THE SPENCER COUNTY FISCAL COURT
FOR THE DECEASED FARM ANIMAL REMOVAL PROGRAM
A2019-0147
BACKGROUND
RECITALS

1. The **Kentucky Agricultural Development Board** ("Board") was created by the General Assembly, pursuant to KRS 248.707, and charged with the responsibility of administering funds from the "Rural Development Fund," established in KRS 248.655, to provide economic assistance to the agriculture community of the Commonwealth.
2. The Board, pursuant to its statutory mandate of receiving requests via Applications for funding and subsequently authorizing the distribution of said funds pursuant to KRS 248.709(2), desires to enter into a Legal Agreement with the **Spencer County Fiscal Court** ("Recipient") in furtherance of said goals and objectives.
3. Recipient has submitted an Application (A2019-0147) which after full review and consideration during the **June 21, 2019** Board meeting, the Board has approved said Application and now seeks to enter into a Legal Agreement with the Recipient to set forth the rights and obligations of the parties.

Accordingly, the Parties agree to the following:

I. FUNDING

A. **Amount of Funding**

The Board, subject to the terms, conditions and restrictions set forth herein, agrees to provide up to the sum of SIX THOUSAND FORTY-SEVEN DOLLARS (**\$6,047**) in Spencer County funds to the Spencer County Fiscal Court in consideration to implement a Deceased Farm Animal Removal Program (DAR) for Spencer County pursuant to the Application filed by the Recipient. Recipient shall be required to document matching funds applicable to the specific program. Funds shall be available upon execution of the Legal Agreement herein.

B. **Use of County Funds**

The Recipient agrees to abide by any general restrictions as set forth by the Commonwealth of Kentucky for the use of county funds.

C. **Voidable Legal Agreement**

Notwithstanding any other provision in this Legal Agreement, this Agreement shall be voidable upon the notification by the Board of its inability to fund any project for any reason. The Recipient recognizes and agrees that the Board shall not be liable for any funding commitment or any portion thereof when the Board is unable to fund said commitment for any reason.

Original

Do not remove from file

II. TERMS AND CONDITIONS

A. Applicable Guidelines

The Recipient agrees to abide by and follow the minimum *DAR Guidelines (2019)*, which are available at <http://agpolicy.ky.gov/funds/Pages/program-portal.aspx> and are incorporated by reference herein.

B. Conflict Between Guidelines and Legal Agreement

Should a conflict exist, either real or perceived, between this Legal Agreement and the Board's Program Guidelines, said conflict shall be submitted to the Board for review. The Board shall then resolve the issue and transmit its resolution to the appropriate Parties in writing.

C. Acknowledgement of Funding Source

All grants are intended to further the mission of the Kentucky Agricultural Development Fund (KADF) of diversifying and modernizing Kentucky's farm economy. Therefore, the Recipient shall acknowledge in any grants awarded, publications, brochures, articles, advertising, correspondence, or promotional projects and activities that a portion of the funding for this project was provided by the Kentucky Agricultural Development Fund. Furthermore, the Recipient shall utilize where possible the KADF logo which is available for download at <http://agpolicy.ky.gov>. Copies of said publications, brochures, etc. shall be submitted in conjunction with the Recipient's reporting.

III. EFFECTIVE DATE OF LEGAL AGREEMENT

The Effective Date of this Legal Agreement shall be the date of execution by the Executive Director of the Governor's Office of Agricultural Policy (GOAP).

IV. DURATION OF LEGAL AGREEMENT

A. Duration

The Legal Agreement herein shall be in full force and effect for TWELVE (12) months from Effective Date. The Recipient agrees to continue to comply with the reporting requirements set forth in Section VII below, upon completion of the program.

B. Disbursement of Funds

The Recipient shall disburse these funds in accordance with the *DAR Guidelines (2019)*, specifically for expenses incurred throughout the duration of the Legal Agreement herein. Said funds shall be utilized as outlined in the Budget in the Recipient's Application.

C. Return of Unused Funds

Recipient shall return all unused funds, including but not limited to, unused administrative funds and earned interest to the Board or its duly authorized representative on or before the expiration of the Legal Agreement herein. Other paragraphs such as the record keeping Section shall remain in effect after said date.

V. MODIFICATION

A. Procedure for Amendment

No modification or amendment of this Legal Agreement shall be binding unless made by a written instrument executed by both parties of equal formality with this Legal Agreement.

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Specifically, any and all proposed changes or amendments shall be made in writing and submitted to the Board for approval.

B. Incorporation of Amendment

Upon receipt of approval said modification or amendment shall be incorporated as an Amendment to the original Legal Agreement.

VI. REQUIRED RECORDKEEPING

A. Maintenance of Business Records

The Recipient shall maintain all business records and supporting documentation for a period of at least seven (7) years from the date of the initial payment of funds to the Recipient.

B. Business Records Defined

For purposes of this Legal Agreement business records include, but are not limited to, those documents typically required in the normal course and scope of a traditional business operation, as well as any documents required by the Board or its authorized representatives.

C. Format of Business Records

Business records may be maintained in either paper or generally recognized electronic format.

D. Substantiation of Expenditures

The business documents maintained by the Recipient shall substantiate expenditures made with funds received pursuant to this Legal Agreement.

E. Right to Inspect/Copy Business Records

Upon request by the Board, the Recipient shall permit the Board or its authorized representative(s) the right to inspect and/or copy any business records maintained by the Recipient, including, but not limited to, books, documents, papers, records, computer programs or any other evidence reflecting the project funded by the Board and memorialized by the Legal Agreement herein.

F. Subject to Open Records Law

Said business records shall be subject to public disclosure pursuant to Kentucky's Open Records Law unless exempted from disclosure by KRS 61.878 or other applicable law.

VII. REPORTS REQUIRED FROM RECIPIENT

A. Deadlines for Submittal

During the life of the project, the Recipient shall submit a report no later than 12 months from the execution date of this agreement, indicating the funds expended and the activities so funded.

B. Substance of Report

1. DAR Annual Report – outlining expenditures, number of farmers impacted, animals disposed of through the program, along with any other information requested by the Board or its authorized representative. (APPENDIX A)

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2. Cost-Share Detail – submitted for programs that directly reimburse producers through this program.
3. Reports shall be submitted electronically and can be found on the GOAP website at <http://agpolicy.ky.gov/funds/Pages/compliance.aspx>. Reports should be e-mailed to: GovKYAGPolicy@ky.gov.

B. Compliance Requirement

Failure to comply with the reporting requirements set forth in this Section may result in the denial of requests for funding in the future by the Recipient or its subsidiaries.

VIII. ASSIGNMENT

This Legal Agreement shall not be assigned to any other entity. Any attempted assignment of this Legal Agreement by the Recipient shall be void.

IX. SUB-CONTRACTS

A. Board Approval Required

The Recipient shall receive approval from the Kentucky Agricultural Development Board's Recipient Review Committee prior to entry of an agreement between the Recipient and a subcontractor. At the time of the request for approval, the Recipient shall provide the necessary documentation (in paper or electronic form) to aid the committee members, including, but not limited to, details regarding the scope of the subcontract and cost estimates.

B. Terms of Agreement

The sub-Agreement shall be in writing and require that the subcontractor be subject to all provisions of this Legal Agreement and shall be incorporated by reference into this Legal Agreement herein.

X. AUDIT of RECORDS

The Recipient, the contractor, as defined in KRS 45A.030(9) agrees that the Governor's Office of Agricultural Policy, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject the Kentucky Open Records Act, KRS 61.870 to 61.884.

XI. COMPLIANCE WITH STATE AND FEDERAL LAWS

A. Recipient's Compliance

The Recipient submits that, to the best of its knowledge, it complies with all state and federal laws and regulations.

B. Conflict of Laws

A2019-0147

This Legal Agreement and all sub-Agreements are governed by KRS Chapter 248. If any material portion of this Legal Agreement conflicts with said laws or regulations, such portion shall be void with the remainder of this Legal Agreement to continue in full force and effect.

C. Tax Consequences

The Recipient shall be responsible for all tax consequences, if any, that may result from the receipt of said money from the Board.

XII. CONFLICTS OF INTEREST

The Recipient agrees to avoid entering into business relationships that create a conflict of interest, either real or perceived. If Recipient can provide sufficient evidence that a conflict of interest can be overcome, the justification for approval, as well as additional oversight measures should be documented by legal counsel and submitted to the Kentucky Agricultural Development Board's Recipient Review Committee for approval as an Addendum to the Legal Agreement herein.

XIII. RELATED PARTY TRANSACTIONS

The Recipient shall seek prior approval from the Kentucky Agricultural Development Board's Recipient Review Committee for all business transactions or agreements with related parties. For purposes of this Legal Agreement related parties are defined as relatives of the Recipient's management, or arrangements with businesses or other entities in which an officer or employee of the Recipient holds a significant financial interest.

XIV. VENUE AND CHOICE OF LAW

A. Venue

Both parties agree that venue for any legal action regarding the terms and conditions of this Legal Agreement shall be in the Franklin Circuit Court or the United States District Court, Eastern District of Kentucky, Frankfort Division. Both parties agree that this is a material term of the Agreement and consent to said venue.

B. Choice of Law

Both parties further agree that all questions as to the execution, validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Recipient agrees to place the substance of this paragraph into all sub-Agreements with other entities.

XV. WAIVER OF LIABILITY

In accepting the grant funds offered and approved by the Board, the Recipient, its agents, employees, representatives, successors, and assigns, absolutely and unconditionally release and forever discharge the Commonwealth, including the members of the Board, Chief Executive Officer of the Board and all staff members of the Governor's Office of Agricultural Policy, both in their official and individual capacities, from any and all actions, claims, demands, damages, executions, judgments, liabilities, expenses, costs, attorney's fees, and suits, arising out of, in connection with, or in any manner related to the Application, this Agreement and the grant funds disbursed to the Recipient hereunder, whether past, present or future, known or unknown, foreseen or unforeseen, existent or nonexistent, disclosed or undisclosed.

A2019-0147

XVI. TERMINATION

The Board shall have the right to terminate this Legal Agreement upon thirty (30) days written notice via certified mail, return receipt requested, to the Recipient. Specifically, the Board may terminate this Legal Agreement because the Recipient is failing to perform its contractual duties, or for the convenience of the Commonwealth if the Board has determined that such action is in the best interest of the Commonwealth. This provision allows the Board to react to budgetary constraints, performance concerns, and other events.

A. Termination for Convenience of the Commonwealth

The Board may terminate this Legal Agreement for convenience if it determines that termination is in the Commonwealth's best interest.

B. Board Not Liable for Damages

The Board shall not be responsible for any costs, damages, or expenditures to entities that receive funds from the Recipient because of termination of this Legal Agreement with the Recipient.

IN WITNESS WHEREOF, the parties have set their hands by and through the duly authorized officers and agents.

Spencer County Fiscal Court

By: _____ Date _____
Doug Williams
Spencer County Fiscal Court
Authorized Representative of Spencer County Fiscal Court

COMMONWEALTH OF KENTUCKY
KENTUCKY AGRICULTURAL DEVELOPMENT BOARD

By: _____ Date _____
WARREN BEELER
Executive Director
Governor's Office of Agricultural Policy
Authorized Representative of the Kentucky Agricultural Development Board

A2019-0147

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Legal Agreement between the Kentucky Agricultural Development Board and the Spencer County Fiscal Court was mailed via U.S. Mail, first class, postage pre-paid on this _____ day of _____, 2019 to:

Spencer County Fiscal Court
c/o Doug Williams
P.O. Box 183
Taylorsville, KY 40071
Recipient

And the original shall be maintained on file at the Governor's Office of Agricultural Policy

GOAP Staff

A2019-0147



Deceased Farm Animal Removal Program (DAR)

Annual Report



Application Number: _____

Program Period: _____ to _____
(one year from execution of legal agreement)

Name of Recipient: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____

1. Provide a brief description of removal service for this program period. If you contracted with an outside entity for removal services, please provide the name of the contracting agency and monthly cost.

2. Program Scope / Impact:

a) Number of farmers you have impacted to date: ____

b) How many of the following farm animals were properly disposed of through the program for this program period?

- i. Cattle: _____
- ii. Horses: _____
- iii. Hogs: _____
- iv. Sheep: _____
- v. Goats: _____
- vi. Other, please specify: _____

3. Does this program reimburse producers for expenses? If yes, what is the rate?

*If producers were reimbursed individually, then please complete and submit the **Producer Cost-share Detail** with this report.*

4. What was the total amount of funds spent for removal services in your country for this program period? (Include grant funds and all other funds received).

5. On the form provided on page 2 (or on a separate page), complete the Expenditure Report detailing how the funds granted were utilized, as well as the full budget for this disposal program.

| Amount of KADF Grant Approved: \$ | | | | | | |
|--|-------------------|---------------------|-----------------------|--------------------------------------|------------------------------------|--------------------|
| Approved Expense Items for This Program (from application budget) | | | | Program Expenditures to Date by Item | | |
| Item | KADF Portion | Other Funds (Match) | Total Amount Budgeted | KADF Expenditures | Other Funding Expenditures (Match) | Total Expenditures |
| e.g. Palmer's Contracting Agency | \$7,500.00 | \$22,500.00 | \$30,000.00 | \$7,500.00 | \$22,500.00 | \$30,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTALS | | | | | | |
| | KADF Budget Total | Match Budget Total | Program Budget Total | Total KADF Expenditures | Total Match Expenditures | Total Expenditures |

KADF funds shall be no more than 25% of the Total Expenditures.

List funding sources for this program's match:

Source _____ Amount _____

Completed By: _____ Date: _____
 (Name and Title)

SUBMIT REPORTS ELECTRONICALLY TO GOVKYAGPOLICY@KY.GOV

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

Invoices Register - Detail
SPENCER COUNTY FISCAL COURT

All Batches
RoadFund
From: 07/01/2019 To: 06/30/2020

| Invoice | Date | Vendor Code | Vendor Name | Account | PO No. | Year/Seq | Chain Description | Qty | Units | Price | Paid Date | Amount |
|-----------|-------|--------------|-----------------------------------|---------------|--------|----------|----------------------|------|-------|----------|-----------|----------|
| 71929 | 07/01 | KARKHILL | A. R. H. CO. COMPANY INC. | 02 6105 455 0 | | | ROAD FUEL | 1.00 | | 251.71 | | 251.71 |
| 71960 | 07/01 | KARKHILL | | 02 6105 455 0 | | | ROAD FUEL | 1.00 | | 486.71 | | 486.71 |
| 717800 | 07/01 | AT&T | A T & T | 02 6105 578 0 | | | ROAD PHONE SHEET | 1.00 | | 146.38 | | 146.38 |
| 717800 | 07/01 | ATTMORLTY | ATTMORLTY | 02 6105 578 0 | | | ROAD CELLPHONES | 1.00 | | 348.30 | | 348.30 |
| 1138M2 | 07/01 | INCCSTATE | HIS STATE INDUSTRIAL SUPPLY | 02 6105 592 0 | | | SAMBALOS VALVES | 1.00 | | 192.44 | | 192.44 |
| 1191952 | 07/01 | CTW ELECTR | CTW ELECTRICAL CO INC | 02 6105 592 0 | | | CONNECTIONS, WASHERS | 1.00 | | 189.36 | | 189.36 |
| 1560 | 07/01 | COLE | COUNTY WIDE LAWN EQUIPMENT | 02 6105 462 0 | | | ROAD TRIMMER HEADS | 1.00 | | 65.98 | | 65.98 |
| 926A5 | 07/01 | HANDBONMAT | HANDBON MATERIALS LLC | 02 6105 409 0 | | | STONE | 1.00 | | 2,312.62 | | 2,312.62 |
| 71282D8 | 07/01 | PHONTICOM | JAMES MONTGOMERY | 02 6105 442 0 | | | REBAR RODS | 1.00 | | 25.00 | | 25.00 |
| 180607 | 07/01 | KENTIC | KENTIC KILIAN ENVIRO OIL SOLUTION | 02 6105 442 0 | | | OIL AFTERCARE | 1.00 | | 85.00 | | 85.00 |
| 02524201M | 07/01 | SAF TI CO | SAF TI CONCRE | 02 6105 463 0 | | | ROAD CLOSED SIGNS | 1.00 | | 300.00 | | 300.00 |
| 20121513 | 07/01 | S&M CONCRETE | S&M CONCRETE | 02 6105 402 0 | | | TRUCK RENT | 1.00 | | 225.00 | | 225.00 |
| | | | | | | | | | | | 5,178.50 | |

12 Invoice Items Listed

Invoices Register - Detail
SPENCER COUNTY FISCAL COURT
All Batches
GeneralFund
From: 07/01/2019 To: 06/30/2020

| Invoice | Date | Vendor Code | Vendor Name | Account | PO No. | Voucher | Claim Description | Proj | Units | Rate | Paid Date | Amount |
|-------------|-------|-------------|------------------------|---------------|--------|---------|---------------------------|------|-------|----------|-----------|----------|
| 9090001056 | 07/01 | ABPCAS | ABPCAS INC | 01 5140 550-0 | | | FMS OXYGEN | | 100 | 107.08 | | 107.08 |
| 9090700335 | 07/01 | ABPCAS | | 01 5140 550-0 | | | FMS OXYGEN | | 100 | 83.37 | | 83.37 |
| | | | | | | | | | 100 | 190.45 | | 190.45 |
| 20190300 | 07/01 | ALLDATA | ALLDATA | 01 5140 550-0 | | | MECHANIC WITH REPAIR DATA | | 100 | 1,500.00 | | 1,500.00 |
| | | | | | | | | | 100 | 1,500.00 | | 1,500.00 |
| 24300 JUDGE | 07/01 | AP-DISSHARD | A PLUS PAPER SHREDDING | 01 5001 445-0 | | | JUDGE PAPERSHRED | | 100 | 60.00 | | 60.00 |
| 24300 FMS | 07/01 | AP-DISSHARD | | 01 5140 550-0 | | | FMS PAPERSHRED | | 100 | 60.00 | | 60.00 |
| | | | | | | | | | 100 | 120.00 | | 120.00 |
| ZIATYV | 07/01 | AT&T | AT&T | 01 5005 578-0 | | | CO ATTY PHONES | | 100 | 48.31 | | 48.31 |
| ZIUCLEB | 07/01 | AT&T | | 01 5010 571-0 | | | CO CLERK PHONES | | 100 | 131.51 | | 131.51 |
| ZIUCCTAN | 07/01 | AT&T | | 01 5005 578-0 | | | OFFICE PHONES | | 100 | 41.82 | | 41.82 |
| ZIUCLEAVON | 07/01 | AT&T | | 01 5000 152-0 | | | TELEPHONE PHONE | | 100 | 42.17 | | 42.17 |
| ZIUCHEIS | 07/01 | AT&T | | 01 5000 578-0 | | | COURTHOUSE ENTRY | | 100 | 575.80 | | 575.80 |
| ZIUCVVA | 07/01 | AT&T | | 01 5010 578-0 | | | FAX PHONES | | 100 | 68.12 | | 68.12 |
| ZIUCANR | 07/01 | AT&T | | 01 5006 578-0 | | | AMBER PHONES | | 100 | 133.71 | | 133.71 |
| ZIUCHEIS | 07/01 | AT&T | | 01 5140 578-0 | | | FMS PHONES | | 100 | 70.56 | | 70.56 |
| ZIUCVVA | 07/01 | AT&T | | 01 5145 315-0 | | | FAX EQUIPMENT FEES | | 100 | 112.93 | | 112.93 |
| ZIUCVVA | 07/01 | AT&T | | 01 5005 578-0 | | | AMPHICAL PHONES | | 100 | 41.23 | | 41.23 |
| ZIUCVVA | 07/01 | AT&T | | 01 5212 578-0 | | | RECYCLE PHONE | | 100 | 21.43 | | 21.43 |
| ZIUCVVA | 07/01 | AT&T | | 01 5401 578-0 | | | BANKS PHONES | | 100 | 62.77 | | 62.77 |
| ZIUCVVA | 07/01 | AT&T | | 01 5010 578-0 | | | ZONING PHONES | | 100 | 62.77 | | 62.77 |
| ZIUCVVA | 07/01 | AT&T | | 01 5010 585-0 | | | CLERK INVERSE | | 100 | 104.85 | | 104.85 |
| ZIUCVVA | 07/01 | AT&T | | 01 5020 578-0 | | | ZONING INTERNET | | 100 | 227.00 | | 227.00 |
| ZIUCVVA | 07/01 | AT&T | | 01 5005 578-0 | | | ATTY INTERNET | | 100 | 231.00 | | 231.00 |
| | | | | | | | | | 100 | 2,175.66 | | 2,175.66 |

SPENCER COUNTY
F25 PG463

Invoices Register - Detail
SPENCER COUNTY FISCAL COURT
 All Batches
 General Fund
 From: 07/01/2019 To: 06/30/2020

| Invoice | Date | Vendor Code | Vendor Name | Account | PO No. | Year/Item | Cham Description | Qty | Units | Price | Paid Date | Amount |
|-------------------------|-------|-------------|------------------------|---------------|--------|-----------|----------------------------|------|-------|--------|-----------|--------|
| 715HSH | 07/01 | ATTN:RUBEN | ATRI MOBILITY | 01-5015-571-W | | | SHERIFF HI FI CARDS | 1.00 | | 189.70 | | 189.70 |
| 715HSH | 07/01 | ATTN:RUBEN | ATRI MOBILITY | 01-5401-578-0 | | | PARKS CELLPHONES | 1.00 | | 77.40 | | 77.40 |
| 715CON | 07/01 | ATTN:RUBEN | ATRI MOBILITY | 01-5020-445-0 | | | CRIMINAL CELLPHONE | 1.00 | | 38.70 | | 38.70 |
| 715HSH | 07/01 | ATTN:RUBEN | ATRI MOBILITY | 01-5140-578-0 | | | EM DR CELLPHONE | 1.00 | | 38.70 | | 38.70 |
| 715AMH | 07/01 | ATTN:RUBEN | ATRI MOBILITY | 01-5205-528-0 | | | AMH CELLPHONE | 1.00 | | 77.40 | | 77.40 |
| 715BEC | 07/01 | ATTN:RUBEN | ATRI MOBILITY | 01-5212-578-0 | | | BEC CELLPHONE | 1.00 | | 38.70 | | 38.70 |
| 715CO | 07/01 | ATTN:RUBEN | ATRI MOBILITY | 01-5080-528-0 | | | BOGZ/MAINT/INCU CELLPHONES | 1.00 | | 154.80 | | 154.80 |
| 715AC | 07/01 | ATTN:RUBEN | ATRI MOBILITY | 01-5050-445-0 | | | AMC DR CELLPHONE | 1.00 | | 38.70 | | 38.70 |
| 8324864 | 07/01 | ROUND TREE | ROUND TREE MEDICAL LLC | 01-5140-550-0 | | | EMS MEDIC SUPPLIES | 1.00 | | 215.39 | | 215.39 |
| 8324870 | 07/01 | CLAMBER | CLAMBER OF COMMERCE | 01-5080-571-0 | | | ACC PG BLUNT | 1.00 | | 900.00 | | 900.00 |
| 11 Invoice Items Listed | | | | | | | | | | | | |
| | | | | | | | | | | | 5,955.60 | |

ADDITIONAL INVOICES AND TRANSFERS

GENERAL FUND INVOICES/TRANSFERS

| | | |
|---------------------------|---|---------|
| Lowry Brown | 0150701910 zoning meeting 6/20 | 60.00 |
| Dwight Clayton | 0150701910 zoning meeting 6/20 | 60.00 |
| Gordon Deapen | 0150701910 zoning meeting 6/20 | 60.00 |
| Marsha Mudd | 0150701910 zoning meeting 6/20 | 60.00 |
| Ted Noel | 0150701910 zoning meeting 6/20 | 60.00 |
| Anthony Travis | 0150701910 zoning meeting 6/20 | 60.00 |
| Paula Wheatley | 0150701910 zoning meeting 6/20 | 60.00 |
| Spencer Co Clerk | 0150104450 dep clerk notary fee | 19.00 |
| Trevor Brown | 0150351990 tax board meeting | 100.00 |
| Billie Williams | 0150351990 tax board meeting | 100.00 |
| Gordon Deapen | 0150351990 tax board meeting | 100.00 |
| Lynn Hesselbrock | 0150351990 tax board meeting | 100.00 |
| BUSINESS REFUND | 0150475670 net profit tax overpayment | 241.09 |
| Anthony Travis | 0150701910 hb55 training unit allowance | 120.00 |
| Anthony Travis | 0150705690 training mileage | 33.46 |
| Gordon Deapen | 0150701910 hb55 training unit allowance | 120.00 |
| Gordon Deapen | 0150705690 training mileage | 33.46 |
| Ted Noel | 0150701910 hb55 training unit allowance | 120.00 |
| Ted Noel | 0150705690 training mileage | 33.46 |
| Kentucky Utilities | misc bldgs utilities | 3258.65 |
| Salt River Electric | misc bldgs utilities | 1335.13 |
| AT&T | 0151405780 ems internet | 99.25 |
| AT&T | 0150805780 ctse internet | 219.00 |
| City Waterworks | 0154015780 waterford park utilities | 85.56 |
| Julie Schmidt | 0150154810 reimb unif | 97.95 |
| David Kemper | 0150154450 reimb training exp | 200.00 |
| C&H Security | 0150055780 co atty panic alarm | 19.99 |
| C&H Security | 0150657370 election storage panic alarm | 41.99 |
| C&H Security | 0150805780 courthouse panic alarm | 19.99 |
| Cardinal Office Supply | 0150014450 judge tape, labels | 40.75 |
| Cardinal Office Supply | 0150204450 coroner files | 13.20 |
| Cardinal Office Supply | 0150104450 clerk notes | 12.76 |
| Cardinal Office Supply | 0150014450 judge inkcartridge | 421.97 |
| City Waterworks | 0150155780 sheriff utilities | 11.58/ |
| City Waterworks | 0150705780 zoning utilities | 11.58 |
| City Waterworks | 0150475780 octax utilities | 2.58 |
| City Waterworks | 0150855780 mainten office utilities | 11.58 |
| City Waterworks | 0150657370 election storage utilities | 11.57 |
| City Waterworks | 0150805780 courthouse utilities | 61.61 |
| City Waterworks | 0150865780 annex utilities | 28.89 |
| City Waterworks | 0151405780 ems utilities | 89.95 |
| City Waterworks | 0152055780 anim ctrl utilities | 22.54 |
| City Waterworks | 0150855780 mainten shop utilities | 11.27 |
| City Waterworks | 0152175780 recycle utilities | 11.27 |
| City Waterworks | 0154015780 RJM park utilities | 27.87 |
| Duplicator Services | 0150704450 zoning server | 66.27 |
| Elk Creek Animal Hospital | 0152055490 anim ctrl medicals | 811.84 |
| First Bank | 0151405500 election delivery truck rent, tables | 451.58 |
| First Bank | 0150804110 flags | 76.00 |
| First Bank | 0151405500 ems tablets, keyboards, warrantys | 4919.72 |
| First Bank | 0191005690 jailer conference expenses | 594.92 |
| Get Set | 0152055780 anim shelter website domain fee | 25.00 |
| Huber Tire | 0151404430 med1 tires | 284.82 |
| Huber Tire | 0150155920 sheriff tires | 959.52 |
| Interact | 0150157030 sheriff computer annual licenses | 1565.15 |

SPENCER COUNTY
F25 PG465

67

| | | |
|-----------------------------|--|---------|
| Ky State Treasurer | 0191003070 FYE2018 audit review | 1072.50 |
| KACo Leadership Institute | 0191005690 M.Moody training registration | 75.00 |
| KCJEA/KMCA | 0191005690 B Beaverson conference registration | 295.00 |
| Ky Enviro Oil Solutions | 0152174680 recycle oil dry | 85.00 |
| Ken Jones | 0191003820 reimb empl background checks | 54.00 |
| Ky Co Clerk Association | 0150104450 clerks directories | 70.00 |
| Lynn Hesselbrock | 0150657370 reimburse election postage | 22.10 |
| Lynn Hesselbrock | 0150104450 reimb office vacuum | 89.99 |
| Linda Ain | 0150253220 cable franchise legal services | 60.00 |
| Magnolia Bank | 017700699A ambulance lease pymt | 2543.91 |
| Magnolia Bank | 017700699L land lease pymt | 1827.52 |
| Magnolia Bank | 0177006990 ambulance lease pymt | 2558.53 |
| Med-Tech Resources | 0151405500 ems medic supplies | 286.42 |
| Mid-State Exterminators | 0150807210 mainten shop pestcontrol | 30.00 |
| Mid-State Exterminators | 0152175780 recycle pestcontrol | 30.00 |
| Mid-State Exterminators | 0151405780 ems pestcontrol | 58.00 |
| Mid-State Exterminators | 0150805780 sher/fc/pz pestcontrol | 45.00 |
| Mid-State Exterminators | 0150805780 courthouse pestcontrol | 48.00 |
| Mid-State Exterminators | 0150865780 annex pestcontrol | 38.00 |
| O'Brien of Shelbyville | 0151405500 ems med1&med2 repairs | 205.97 |
| Office Depot | 0150104450 clerk calculators, batteries | 357.54 |
| Office Depot | 0150154450 sheriff copy paper | 32.99 |
| Quadmed | 0151405500 ems medic supplies | 398.90 |
| QK4 | 0150803090 engineering svcs for lights, roads | 4203.98 |
| Republic Bank | 0176006020 levee certif project payment | 3352.38 |
| Rumpke | 0153404680 litter dumpster | 425.38 |
| Rick Ball | 0150704450 zoning permit refund | 50.40 |
| Symbol Arts | 0152054020 anim ctrl badge | 135.00 |
| Symbol Arts | 0150157170 sheriff badge | 135.00 |
| Symbol Arts | 0150157170 sheriff badges | 490.00 |
| Spencer Co Extension Office | 0151406020 ems bldg pymt #43 | 1875.00 |
| Time Warner Cable | 0150155780 sheriff phones | 119.29 |
| Time Warner Cable | 0150155780 sheriff internet | 181.52 |
| Thompson Reuters | 0150153480 sheriff CLEAR, May2019 | 152.93 |
| US Postmaster | 0150014450 judge postage | 110.00 |
| Win.net | 0150803380 email addresses overage | 9.00 |

- 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:
 \$200 to 015070190 (zoning board) from 0180997160 (spears drive project)
 \$200 to 0150657370 (election expenses) from 0150653470 (polling places)
 \$100 to 0150151230 (sheriff court security) from 0150151030 (sheriff deputies salaries)

ROAD FUND INVOICES/TRANSFERS

| | | |
|---------------------|---------------------------------|--------|
| Salt River Electric | 0261055780 road bldgs utilities | 206.59 |
| Cardinal Office | 0261054450 office supplies | 8.63 |
| City Waterworks | 0261055780 road utilities | 19.10 |

JAIL FUND INVOICES/TRANSFERS

| | | |
|---------------|-------------------------|--------|
| Lynda's Grill | 0351013990 inmate meals | 111.35 |
|---------------|-------------------------|--------|

ADDITIONAL INVOICES AND TRANSFERS

GENERAL FUND INVOICES/TRANSFERS

| | | |
|---------------------------|---|---------|
| Lowry Brown | 0150701910 zoning meeting 6/20 | 60.00 |
| Dwight Clayton | 0150701910 zoning meeting 6/20 | 60.00 |
| Gordon Deapen | 0150701910 zoning meeting 6/20 | 60.00 |
| Marsha Mudd | 0150701910 zoning meeting 6/20 | 60.00 |
| Ted Noel | 0150701910 zoning meeting 6/20 | 60.00 |
| Anthony Travis | 0150701910 zoning meeting 6/20 | 60.00 |
| Paula Wheatley | 0150701910 zoning meeting 6/20 | 60.00 |
| Spencer Co Clerk | 0150104450 dep clerk notary fee | 19.00 |
| Trevor Brown | 0150351990 tax board meeting | 100.00 |
| Billie Williams | 0150351990 tax board meeting | 100.00 |
| Gordon Deapen | 0150351990 tax board meeting | 100.00 |
| Lynn Hesselbrock | 0150351990 tax board meeting | 100.00 |
| BUSINESS REFUND | 0150475670 net profit tax overpayment | 241.09 |
| Anthony Travis | 0150701910 hb55 training unit allowance | 120.00 |
| Anthony Travis | 0150705690 training mileage | 33.46 |
| Gordon Deapen | 0150701910 hb55 training unit allowance | 120.00 |
| Gordon Deapen | 0150705690 training mileage | 33.46 |
| Ted Noel | 0150701910 hb55 training unit allowance | 120.00 |
| Ted Noel | 0150705690 training mileage | 33.46 |
| Kentucky Utilities | misc bldgs utilities | 3258.65 |
| Salt River Electric | misc bldgs utilities | 1335.13 |
| AT&T | 0151405780 ems internet | 99.25 |
| AT&T | 0150805780 ethse internet | 219.00 |
| City Waterworks | 0154015780 waterford park utilities | 85.56 |
| Julie Schmidt | 0150154810 reimb unif | 97.95 |
| David Kemper | 0150154450 reimb training exp | 200.00 |
| C&H Security | 0150055780 co atty panic alarm | 19.99 |
| C&H Security | 0150657370 election storage panic alarm | 41.99 |
| C&H Security | 0150805780 courthouse panic alarm | 19.99 |
| Cardinal Office Supply | 0150014450 judge tape, labels | 40.75 |
| Cardinal Office Supply | 0150204450 coroner files | 13.20 |
| Cardinal Office Supply | 0150104450 clerk notes | 12.76 |
| Cardinal Office Supply | 0150014450 judge inkcartridge | 421.97 |
| City Waterworks | 0150155780 sheriff utilities | 11.58/ |
| City Waterworks | 0150705780 zoning utilities | 11.58 |
| City Waterworks | 0150475780 occtax utilities | 2.58 |
| City Waterworks | 0150855780 mainten office utilities | 11.58 |
| City Waterworks | 0150657370 election storage utilities | 11.57 |
| City Waterworks | 0150805780 courthouse utilities | 61.61 |
| City Waterworks | 0150865780 annex utilities | 28.89 |
| City Waterworks | 0151405780 ems utilities | 89.95 |
| City Waterworks | 0152055780 anim ctrl utilities | 22.54 |
| City Waterworks | 0150855780 mainten shop utilities | 11.27 |
| City Waterworks | 0152175780 recycle utilities | 11.27 |
| City Waterworks | 0154015780 RJM park utilities | 27.87 |
| Duplicator Services | 0150704450 zoning server | 66.27 |
| Elk Creek Animal Hospital | 0152055490 anim ctrl medicals | 811.84 |
| First Bank | 0151405500 election delivery truck rent, tables | 451.58 |
| First Bank | 0150804110 flags | 76.00 |
| First Bank | 0151405500 ems tablets, keyboards, warrantys | 4919.72 |
| First Bank | 0191005690 jailer conference expenses | 594.92 |
| Get Set | 0152055780 anim shelter website domain fee | 25.00 |
| Huber Tire | 0151404430 medl tires | 284.82 |
| Huber Tire | 0150155920 sheriff tires | 959.52 |
| Interact | 0150157030 sheriff computer annual licenses | 1565.15 |

SPENCER COUNTY
F25 PG467

| | | |
|-----------------------------|--|---------|
| Ky State Treasurer | 0191003070 FYE2018 audit review | 1072.50 |
| KACo Leadership Institute | 0191005690 M.Moody training registration | 75.00 |
| KCJEA/KMCA | 0191005690 B.Beaverson conference registration | 295.00 |
| Ky Enviro Oil Solutions | 0152174680 recycle oil dry | 85.00 |
| Ken Jones | 0191003820 reimb empl background checks | 54.00 |
| Ky Co Clerk Association | 0150104450 clerks directories | 70.00 |
| Lynn Hesselbrock | 0150657370 reimburse election postage | 22.10 |
| Lynn Hesselbrock | 0150104450 reimb office vacuum | 89.99 |
| Linda Ain | 0150253220 cable franchise legal services | 60.00 |
| Magnolia Bank | 017700699A ambulance lease pymt | 2543.91 |
| Magnolia Bank | 017700699L land lease pymt | 1827.52 |
| Magnolia Bank | 0177006990 ambulance lease pymt | 2558.53 |
| Med-Tech Resources | 0151405500 ems medic supplies | 286.42 |
| Mid-State Exterminators | 0150807210 mainten shop pestcontrol | 30.00 |
| Mid-State Exterminators | 0152175780 recycle pestcontrol | 30.00 |
| Mid-State Exterminators | 0151405780 ems pestcontrol | 58.00 |
| Mid-State Exterminators | 0150805780 sher/fo/pz pestcontrol | 45.00 |
| Mid-State Exterminators | 0150805780 courthouse pestcontrol | 48.00 |
| Mid-State Exterminators | 0150865780 annex pestcontrol | 38.00 |
| O'Brien of Shelbyville | 0151405500 ems med1&med2 repairs | 205.97 |
| Office Depot | 0150104450 clerk calculators, batteries | 357.54 |
| Office Depot | 0150154450 sheriff copy paper | 32.99 |
| Quadmed | 0151405500 ems medic supplies | 398.90 |
| QK4 | 0150803090 engineering svcs for lights, roads | 4203.98 |
| Republic Bank | 0176006020 levee certif project payment | 3352.38 |
| Rumpke | 0153404680 litter dumpster | 425.38 |
| Rick Ball | 0150704450 zoning permit refund | 50.40 |
| Symbol Arts | 0152054020 anim ctrl badge | 135.00 |
| Symbol Arts | 0150157170 sheriff badge | 135.00 |
| Symbol Arts | 0150157170 sheriff badges | 490.00 |
| Spencer Co Extension Office | 0151406020 ems bldg pymt #43 | 1875.00 |
| Time Warner Cable | 0150155780 sheriff phones | 119.29 |
| Time Warner Cable | 0150155780 sheriff internet | 181.52 |
| Thompson Reuters | 0150153480 sheriff CLEAR, May2019 | 152.93 |
| US Postmaster | 0150014450 judge postage | 110.00 |
| Win.net | 0150803380 email addresses overage | 9.00 |

- 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:
 \$200 to 015070190 (zoning board) from 0180997160 (spears drive project)
 \$200 to 0150657370 (election expenses) from 0150653470 (polling places)
 \$100 to 0150151230 (sheriff court security) from 0150151030 (sheriff deputies salaries)

ROAD FUND INVOICES/TRANSFERS

| | | |
|---------------------|---------------------------------|--------|
| Salt River Electric | 0261055780 road bldgs utilities | 206.59 |
| Cardinal Office | 0261054450 office supplies | 8.63 |
| City Waterworks | 0261055780 road utilities | 19.10 |


JAIL FUND INVOICES/TRANSFERS

| | | |
|---------------|-------------------------|--------|
| Lynda's Grill | 0351013990 inmate meals | 111.35 |
|---------------|-------------------------|--------|

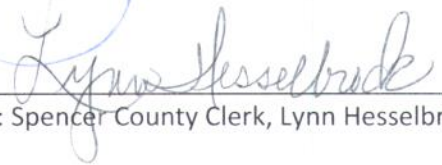
- Motion made by Esq. Travis, seconded by Esq. Brewer, with all members of the Court present voting "aye", it is hereby ordered to approve the expenditures, purchases, invoices and transfers.

9. Executive session

- Motion made by Esq. Travis, seconded by Esq. Brewer, with all members of the Court present voting "aye", except Esq. Beaverson who voted "nay", it is hereby ordered to go into Executive session per KRS 61.815 and KRS 61.810 (f) and (c) at 12:31 pm.
- Motion made by Esq. Brewer, seconded by Esq. Beaverson, with all members of the Court present voting "aye", it is hereby ordered to go back into regular session at 12:48 pm.
- Motion made by Esq. J. Moody, seconded by Esq. Brewer, with all members of the Court present voting "aye", it is hereby ordered to adjourn this meeting at 12:49 pm.



Spencer County Judge Executive, John Riley



Attest: Spencer County Clerk, Lynn Hesselbrock

7-16-19

Date

7/16/19

Date