

# SPENCER COUNTY FISCAL COURT

Fiscal Court Meeting Room  
28 East Main Street

7:00pm

Monday, August 15, 2016

## Meeting Agenda

- A. Opening Prayer
- B. Pledge of Allegiance to the U.S. Flag and the Kentucky state flag
- C. Call to Order by the County Judge Executive
- D. Roll Call by the County Clerk
- E. Approval of Minutes from Prior Court Meetings
- F. Communications from Citizens, \*\*\* 3 minute limit \*\*\*
  - 1. Cheryl Klotz, Tanglewood Dr
  - 2. Bobby Smith, Watkins Glen
- G. Communications from County Judge Executive
  - 1. Carl Overton, Telecom Auditing
  - 2. Executive Session – personnel, litigation, real estate
  - 4. Employee proposed pay rates
- H. Communications/reports from Members, Other Offices, and Committees
  - 1. Debra Lawson, library tax rates
  - 2. Taylorsville/Spencer Co Fire dept tax rates
  - 3. Zoning, readings and recommendations
  - 4. Solid Waste committee
  - 5. Veterans committee, estimate for flag replacement
  - 6. Equipment committee
  - 7. EMS dept: bids for re-mounting ambulance
  - 8. Buildings & Grounds committee
    - a) request for fans for maintenance shop and K9 area
    - b) sheriff office
  - 9. Administrative Code Committee
- I. Old Business
  - 1. Road dept:
    - a) truck purchase using state price contract
    - b) discussion for tree removal

2. K9 request for sidearm
  3. county audit report discussion
  4. county tax rates information and resolution #2
- J. New Business
1. Code of ethics ordinance, second reading
  2. Recycling trailer bids
  3. Review and Approval of Expenditures, Purchases, Invoices, and Transfers
- K. Adjournment

## **ANNOUNCEMENTS, COMMUNITY EVENTS and TRAINING OPPORTUNITIES**

### **Priority One – Sept**

- Sept 8 – Team Building, at Falls of Rough
- Sept 14 – Duties of Elected Officials, in LaGrange
- Sept 26 – Conflict & Problem Solving, in Prestonsburg

### **KACo Leadership Institute**

- Sept 8 – State Agencies Overview: Revenue, Retirement & Corrections, in London
- Sept 14 – Legislative Process and County Issues, in Morehead
- Sept 20 – Economic Development, in Morehead
- Sept 21 – Communication Tools, in Gilbertsville
- Sept 22 – Ky Planning & Zoning for Counties, in Cave City

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

**SPENCER COUNTY FISCAL COURT  
MONDAY, AUGUST 15, 2016, 7:00 PM  
FISCAL COURT MEETING ROOM  
28 EAST MAIN STREET  
MINUTES**

**A. OPENING PRAYER**

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

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

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

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

**E. APPROVAL OF MINUTES FROM THE AUGUST 1, 2016 FISCAL COURT MEETING**

- On the motion of Esq. Judd, seconded by Esq. Williams, with all members of the Court present voting 'aye', it is hereby ordered to approve the minutes from the AUGUST 1, 2016 Fiscal Court meeting with any corrections being made.

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

1. Ms. Cheryl Klotz came before the Court to say that she had bought property on Tanglewood Drive and that the City had taken over maintenance over a portion of the road. She was here to ask the Court to take over another portion of the road. She said that she had presented evidence at the last Fiscal Court meeting which was a letter from Mr. Darrell Stevens from 1986 stating that the road had been inspected by the Spencer County Zoning and Planning Committee. No action was taken.

2. Mr. Bobby Smith came before the Court to ask for their help. He said that road bond for Watkins Glen Phase 1 was a full road bond. He said that he had blacktopped the road 10 or 12 years ago with a top coat and undercoat. He also said that the road needed some repairs after 12 years, and that he thought it was the County's policy that he would fix the road if there had been further development. He said that it was his understanding that the County drew county road maintenance funds on County roads once they became County roads. He went on to say that under that policy the County had been drawing road maintenance funds since it was taken over in 2005. He asked the Court if anybody knew the road policy. The Judge said that the County had taken on Watkin's Glen Way for snow removal and limited maintenance, but Mr. Smith was to maintain the bond because there were other phases yet to be done. Discussion ensued. Mr. Smith then said "let me tell you what I need." He said "he was willing to blacktop the road but that one of his partners was not willing to do so. He said he would have to borrow money to do the work and that he could not borrow any money for Smith and Long. He said he might have the money in a couple months. He then commented that it made it rough when some people were held to their obligations and others were not. He then stated that the County could purchase blacktop at a discount, and he wanted the County to purchase the blacktop needed to do the repairs. The Judge then asked Mr. Smith if he had spoken with Magistrate Bayers or with the Road Foreman or Engineer. Mr. Smith said that he had not, but was willing to do so. No action taken.

**G. COMMUNICATIONS FROM COUNTY JUDGE EXECUTIVE**

1. The Judge stated that Mr. Carl Overton from Telecon Audit Group was in Court today to explain what services his company could provide to the County in collecting excessive fees charged by AT&T. He stated that he had audited several counties and had been able to show evidence of overcharges in every audit he performed.

**RISK FREE  
TELECOMMUNICATION  
PARTICIPATION AGREEMENT**

*This Agreement has been structured as an Risk Free Participation Agreement as there are no up front fees or any requirements for the clients to pay any audit expenses unless with prior approval.*

*If the Telecommunication Audit does not produce refunds, credits or documented reductions in future telecommunication cost for the client, there is no fee due.*

This agreement is entered into by and between \_\_\_\_\_, a political subdivision of the State of \_\_\_\_\_ (Identified as Client) acting by and through its duly elected governing authorities, and The Telecom Audit Group, LLC, an Alabama Limited Liability Company (collectively the known as the Parties) this \_\_\_ day of \_\_\_\_\_, 2016.

**WITNESSETH:**

**WHEREAS:** The Client desires to insure maximum efficiency and economic responsibility in the purchase and use of its telecommunications services and equipment for the benefit of the Client, its Citizens and Taxpayers; and

**WHEREAS:** The Telecom Audit Group personnel has the knowledge and expertise to achieve maximum efficiency and economic responsibility in the purchase and use of telecommunication services, telecommunication equipment for the client. They do this by recovering past overcharges for such services, equipment, removing unnecessary costs, and future overcharges; and

**WHEREAS:** The Client desires to secure the services of The Telecom Audit Group to achieve maximum efficiency in its Telecommunication Services.

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants setout herein, the Parties do hereby contract, covenant and agree as follows:

**ARTICLE ONE**

**SCOPE OF SERVICES**

**Section 1.01 Auditing Services:**

The Telecom Audit Group will conduct an audit of past and present billing, which cover services and equipment furnished by the Provider to identify improper charges and errors, including, but not limited to, excessive tariffs, excessive features, inflated billings, re-grades, and over-provisioning of lines and features.

The Telecom Audit Group will also conduct a review of all contracts and agreements between the Client and the Provider to determine contractual compliance in existing telecommunication services.

**Section 1.02 Over Charge Recovery:**

If it is determine that a Provider has in the past or is presently overcharging a client in error, The Telecom Audit Group will ascertain the amount of the overcharge and take action to recover the amount charged in error according to the terms allowed by law, or practically feasible.

**Litigation:**

In the event litigation is required to recover the overcharge, the client will be consulted and will be the one to determine if they wish to pursue the claim. Any litigation undertaken will be at the expense of the Client. In the event of litigation The Telecom Audit Group will provide litigation support in the form of documentation of the overcharge and testimony if required.

**Section 1.03 Reduction in Cost:**

The Telecom Audit Group will advise the Client in writing of corrective actions which may be taken to achieve a cost savings in present and future billings. The Client is not required to accept any recommendation from the Telecom Audit Group or carry out any corrective actions suggested by the Telecom Audit Group. If the Client chooses to not implement a recommendation within a 18 month period from the date of the written suggestion, then there is no fee.

**Section 1.04 Authority to take action**

Before any action is taken regarding changes to the Clients billing which will have an affect on the Client's Telecommunication Service, The Telecom Audit Group will submit a written recommendation to the client which they will approve before any changes are made. With this written permission, the client gives The Telecom Audit Group the permission to act on its behalf, to carry out any action the client has approved.

**ARTICLE TWO  
OBLIGATIONS OF THE CLIENT****Section 2.01 Access to records**

The Client shall provide access to all billings and records in its possession reasonably necessary for Telecom to carry out the audits and other services provided for in this agreement. The Client shall provide copies, at Client's expense of such copies as may be requested by Telecom Audit Group. The Client shall allow The Telecom Audit Group, upon request to review all telecommunication billings during the term of the agreement.

**Section 2.02 Letter of Authority**

The Client shall execute and deliver to The Telecom Audit Group a letter of authority or other documents or instruments as needed to authorize The Telecom Audit Group to act on the behalf of the Client when dealing with any provider or other party in carrying out the services provided for in this agreement. Such instruments shall include the authority to request and but not limited to copies of billings and other documents from the provider.

**Section 2.03 Changes in Services and Equipment**

The Client will keep The Telecom Audit informed of any decision being considered, or changes that will alter the format or structure of the Client's Telecommunication System during the term of the agreement.

**Section 2.04 Observance of Spirit of Agreement**

During the life of the agreement, the Client and The Telecom Audit Group shall observe and comply with the spirit of this agreement. The Client has authorized The Telecom Audit Group to perform its duties under this agreement, and the Client will not hinder, restrict, delay or compete with The Telecom Audit Group in the performances of its duties.

**ARTICLE THREE****PAYMENT****Section 3.01 Recovery Fee**

If The Telecom Audit Group recovers an overcharge for the Client, as described in Section 1.02, the Client shall pay The Telecom Audit Group a recovery fee equal to Fifty percent (50%) of the overcharge amount recovered. It is understood 100% of all credits or refunds recovered will be sent directly to the Client by the provider. It is understood once the refund or credit has been received the fee is due to The Telecom Audit Group.

**Section 3.02 Corrective Action Fee**

If the Client realizes a reduction in cost through the implementation of corrective actions taken, as described in section 1.03, the client shall pay The Telecom Audit Group a corrective action fee of Fifty percent (50%) for a 18 month period. (This fee is not due until the benefit is determine after review of client's billing reflecting the benefit of the recommendation. This review is done monthly before invoicing for benefit)

**ARTICLE FOUR****INDEMNIFICATION****Section 4.01 Indemnification**

Telecom hereby agrees at all times to defend, indemnify and hold the Client harmless from and against any and all liability, losses, or costs arising from claims for damages, or suits for or damage, including without limitation, reasonable attorney fees, which arise as a result of the performance of or the failure to properly perform its duties under this agreement, whether such claims are asserted before or after the termination of this agreement.

**ARTICLE FIVE****TERMS AND TERMINATION****Section 5.01 Term**

This Agreement shall be effective from \_\_\_\_\_ day of \_\_\_\_\_ 2016, and shall continue for a primary term of Eighteen (18) months.

**Section 5.02 Renewal**

At the end of the primary term of this agreement it will renew monthly unless terminated in writing as set out in section 5.03.

**Section 5.03 Termination**

Either party hereto may terminate this agreement at any time after the expiration of the original term or any renewal thereof by giving thirty (30) days prior written notice to the other party of its intent to terminate this agreement.

**ARTICLE SIX****DEFINITIONS****Section 6.01 Meaning of Words and Terms**

As used in this agreement, the following words or terms have the following meanings:

**Original Base Cost**

Means the ordinary monthly cost to the Client for telephone and other telecommunications services, as shown by current billings from the Provider to the Client before any Corrective Action is taken by the Client or by The Telecom Audit Group acting on behalf of the Client pursuant to this agreement.

**Adjusted Base Cost (Applies to Mississippi States Only)**

Means the ordinary monthly cost to the Client for telephone and other telecommunications services, as shown by current billings from the provider to the Client, after corrective action has been taken by the client or by The Telecom Audit Group acting on behalf of the Client pursuant to this agreement to achieve a reduction in cost.

**Corrective Action**

Means action taken by the Client on the recommendation of The Telecom Audit Group or action taken by The Telecom Audit Group on behalf of the Client, to reduce excessive future costs of telecommunications services to the Client by eliminating improper or erroneous charges, excessive tariffs, unnecessary services or features, inflated billings or other factors contributing to improper or unnecessary costs for such services to the Client.

**Corrective Action Fee**

Means the set fee paid by the Client to The Telecom Audit Group under the agreement for services rendered to achieve a reduction in cost.

**Reduction in Cost**

Means the amount of reduction in monthly costs to the Client as a result of an corrective action. The reduction in cost shall be determined by subtracting the adjusted base cost from the original base cost.

**Overcharge**

Means the amount of billings to the Client by the provider resulting from excessive tariff rates, unnecessary services, improper features, or improper charges billed in error.

**Provider**

Means any person, partnership, corporation, company or other entity which has provided in the past, is presently providing, or will in the future provide telephone and or other telecommunications services to the Client.

**Services**

Means any and all actions taken by The Telecom Audit Group to achieve recovery of any overcharge or to achieve a reduction in cost for the client.

**Recovery Fee**

Means the fee charged by The Telecom Audit Group and paid by the Client for recovery of overcharges to the Client by its providers.

**Rebate**

Means a sum determined by subtracting ( $\frac{1}{2}$ ) one half of the reduction in cost from the corrective action fee when the reduction in cost is less than twice the corrective action fee, as determined over the term of the agreement, or such other period as may be agreed upon by the parties.

**Gender and Number**

Means words of the masculine gender shall be deemed and construed as correlative words of the feminine or neuter gender when the context indicates. Singular terms used herein shall include the plural number should the context require.

**Independent Contractor**

Means the relationship between the Client and The Telecom Audit Group shall be that of principal and independent contractor.

**Parties in Interest**

Means this agreement shall not create any rights hereunder in any third parties, but rather all rights granted herein shall inure to the benefit of and bind the Client and The Telecom Group only.

**Force Majeure**

Means as used herein shall include, but not be limited to, acts of God, acts of public enemy, war blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage, or damage due to machinery or equipment failure and any other incapacities of either party, whether similar to those enumerated or otherwise, and not within reasonable control of the party claiming inability. In the event either party is rendered unable, wholly or in part, by reason of Force Majeure to perform under this agreement, it is agreed that, upon such party's giving notice and full particulars of such Force Majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance as soon as reasonably possible, no liability shall be incurred therefore. Such cause shall as far as possible be remedied with all reasonable dispatch.

**Remedies Cumulative**

Means the rights and remedies contained in this agreement shall not be exclusive, but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided, however, that neither of the parties shall terminate the agreement except in accordance with the provisions hereof.

**Multiple Counterparts**

Means this agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterpart shall constitute but one and the same instrument.

**Entire Agreement**

Means an agreement which contains all the agreements of the Parties hereto relating to the subject matter hereof and is the full and final expression of the agreement between the Parties.

**Non-Waiver**

Means failure of either party hereto to insist on the strict performance of any agreements contained herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce any appropriate remedy and to require strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**Applicable Law**

Means this agreement shall be governed by the laws of the State of \_\_\_\_\_, and the State of \_\_\_\_\_ shall be the proper venue for any legal action arising here from.

**Notices**

Means all notices required or permitted under this contract shall be in writing and shall be deemed received as of the date of delivery in person or by five (10) working days following deposit in a United States Postal Office or receptacle with proper postage affixed, or certified mail with return receipt requested.



**Titles and Headings**

Means the titles and heading of the articles and sections of this agreement has been inserted for convenience of reference only and not to be considered a part hereof, and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this agreement or any provision hereof or in ascertaining intent, if any question or intent shall arise.

**Equal Employment Opportunities**

Means The Telecom Audit Group will comply with all laws ordinances and policies set by the Client with regard to equal employment opportunities.

**Expenses**

Means The Telecom Audit Group will bear its own overhead and travel expenses. The Client shall not be liable for any expense of the Telecom Audit Group not previously approved or set out in this agreement.

**THE TELECOM AUDIT GROUP**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_ 2016

**CLIENT:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ 2016

Discussion ensued concerning the services offered by Telecom Audit Group. Mr. Bruce Brooks stated that he had recently joined the auditing group and his background was in engineering, so he would be adding his expertise to the services. No action taken.

- 2. Executive session- KRS 61.810(1)(b)(c)(f) and 61.815.
- On the motion of Esq. Rogers, seconded by Esq. Goodlett, with all members of the Court present voting 'aye', it is hereby ordered to go into Executive session at 7:45pm.
- On the motion of Esq. Bayers, seconded by Esq. Williams, with all members of the Court present voting 'aye', it is hereby ordered to come back into regular session at 8:59p.
- 3. Employee proposed pay rates.  
The Judge said he thought the Court was not ready to take any action on this issue tonight.
- 4. The Judge reminded the Court that due to the Labor Day holiday, the next Fiscal Court meeting would be held on Wednesday, September 7, 2016 at 9:00 am.

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

- 1. Zoning, readings and recommendations.  
Ms. Julie Sweazy said that there were two first readings.

## PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 7<sup>th</sup> of September 2016 will consider the following ORDINANCE(S) for second reading and adoption:

1. Carolyn McGehee – requesting a zone change on a 4.24 acres from R-1, residential to B-2, commercial for property located in the 200 block of Plum Ridge Road (Hwy, 1169W).
2. Marzetta Houghlin requesting a zone change from AG-1, agricultural to AG-2, agricultural on 5.50 acres located on the corners of Lakeview Drive and Dryden Road.

Attest: Lynn Hesselbrock

John Riley

No action taken on these two first readings.

2. Debra Lawson, library tax rates.

Ms. Lawson came before the Court to present their rates for the 2016/2017 period.

At the regular board meeting on August 9, 2016 the Spencer County Library District adopted the compensating tax rate for the fiscal year 2016-17.

The compensating rate is 4.8 per \$100 on Real Property, and 12.41 per \$100 on Personal Property.

The attached spreadsheet reflects the total calculation on assessed value of Real/Personal property comparing 2015-16 rates with 2016-17 rates.

Ms. Lawson explained that the Library Board had opted to take the compensating rate, which would be the rate that generated the same amount of income as last year. She also presented the signed tax certification as well as the tax calculation based on the PVA information. Ms. Lawson also presented the Court with an update on the projects and programs the Library had participated in that had impacted the entire community.

PROPERTY TAX RATE CERTIFICATION

AUG 15 16 11:15

The Spencer County Public Library District Board of Trustee hereby certifies that 4.8 cents per \$100 assessed valuation of Real Property and 12.41 cents per \$100 assessed valuation of Personal Property is the rate to be levied for the Spencer County Public Library district for the year 2016-17 in accordance with the provisions of KRS 132.023 as amended by the 1979 Extraordinary Session and the 1990 Regular Session of the General Assembly.

8-12-2016  
Date

[Signature]  
President

Natalie Cecil  
Secretary

I hereby acknowledge that the rate of 4.8 cents per \$100 assessed valuation for Real Property and 12.41 cents per \$100 assessed valuation for Personal Property will be levied for the Spencer County Public Library District for the year 16/17.

August 15, 2016  
Date

[Signature]  
County Clerk

This copy is for the record of the  
Spencer County Clerk.

Tax Calculation for 2016  
 Fiscal Year 2016-2017

LIBRARY DISTRICT:	<u>Spencer</u>	<u>COUNTY</u>
	Comp Tax <sup>1</sup>	4% Increase <sup>2</sup>
<b>REAL PROPERTY TAX RATE</b>	<u>4.8</u>	<u>4.9</u>
<b>GROSS REVENUE</b>	\$ 512,744	\$ 523,426
<b>PERSONAL PROP TAX RATE</b>	<u>12.41</u>	<u>12.67</u>
<b>GROSS REVENUE</b>	\$ 41,832	\$ 42,708
<b>SUB TOTAL</b>	\$ 554,576	\$ 566,134
<b>MOTOR VEHICLE TAX RATE</b>	<u>3.00</u>	<u>3.00</u>
<b>GROSS REVENUE</b>	\$ 43,452	\$ 43,452
<b>TOTAL REVENUE</b>	\$ 598,028	\$ 609,586

1. No public hearing required -- no recall.
2. Public hearing required if higher than 1 - no recall

Your Board of Trustees has the option of adopting a REAL or PERSONAL rate which is different from either the compensating or 4% rates.

NOTE: The 1990 General Assembly amended KRS 132.024 permitting a taxing district to "levy a tax rate applicable to personal property which will produce the same percentage in revenue from personal property as the percentage increases in revenue from real property." This year your tax rate on personal property may be levied at 12.41 cents if you select the compensating rate of 4.8 cents on real property. You may levy a tax rate of 12.67 cents on personal property if you select the 4% tax rate or 4.9 cents on real property.

**NO PUBLIC HEARING IS REQUIRED ON PERSONAL PROPERTY TAX RATES**

Please note: Your county "property tax roll" or assessment was certified by the Kentucky Revenue Cabinet on: 13-Jul-2016

Please contact this office if you have any questions:

Terry Manuel  
 Kentucky Department for Libraries & Archives  
 P.O. Box 537  
 Frankfort, KY 40602-0537  
 502-564-8300, ext. 269  
[Terry.Manuel@ky.gov](mailto:Terry.Manuel@ky.gov)

KENTUCKY DEPARTMENT FOR LIBRARIES ARCHIVES  
TAX RATE CALCULATOR

PREVIOUS YEAR									
<b>RATE:</b>	2015-2016								
<i>real rate</i>	4.6								
<i>personal rate</i>	11.54								
<b>VALUE</b>	50,000.00	100,000.00	150,000.00	200,000.00	250,000.00	300,000.00	500,000.00	1,000,000.00	
<b>INCOME:</b>									
<i>real</i>	\$23.00	\$46.00	\$69.00	\$92.00	\$115.00	\$138.00	\$230.00	\$460.00	
<i>personal</i>	\$57.70	\$115.40	\$173.10	\$230.80	\$288.50	\$346.20	\$577.00	\$1,154.00	
<b>ANTICIPATED</b>									
<b>RATE:</b>	2016-2017								
<i>real rate</i>	4.8								
<i>personal rate</i>	12.41								
<b>VALUE</b>	50,000.00	100,000.00	150,000.00	200,000.00	250,000.00	300,000.00	500,000.00	1,000,000.00	
<b>INCOME:</b>									
<i>real</i>	\$24.00	\$48.00	\$72.00	\$96.00	\$120.00	\$144.00	\$240.00	\$480.00	
<i>Difference Real</i>	\$1.00	\$2.00	\$3.00	\$4.00	\$5.00	\$6.00	\$10.00	\$20.00	
<i>personal</i>	\$62.05	\$124.10	\$186.15	\$248.20	\$310.25	\$372.30	\$620.50	\$1,241.00	
<i>Difference Personal</i>	\$4.35	\$8.70	\$13.05	\$17.40	\$21.75	\$26.10	\$43.50	\$87.00	

3. Mr. Nathan Nation came before the Court to present the 2016/2017 tax rates for the Taylorsville/Spencer County Fire Protection District.



**NATHAN NATION**  
CHIEF

**TAYLORSVILLE - SPENCER COUNTY FIRE DISTRICT**

BUSINESS 502-477-3228

EMERGENCY 911

P.O. Box 491 • TAYLORSVILLE, KY 40071

August 9, 2016

John Riley  
Spencer County Judge  
Main Street  
Taylorsville, Kentucky 40071

Dear Judge Riley,

Per KRS 65A.100 I would like to request to be placed on the agenda August 15, 2016 to present the Spencer County Fire Protection District tax rates. The report is required for informational purposes to include written notification and testimony by the fire district.

The board of trustees unanimous adopted the same tax rates as last year. They are listed below.

Real Estate	5 cents per \$100 assessment
Tangible Personal Property	10 cents per \$100 assessment
Aircraft	10 cents per \$100 assessment
Documented Watercraft	10 cents per \$100 assessment
Inventory in Transit	10 cents per \$100 assessment
Merchant Inventory	10 cents per \$100 assessment
Motor Vehicles	10 cents per \$100 assessment

Should you have any questions please let me know.

Very truly yours,

Nathan B. Nation, Fire Chief

Cc: fiscal court  
Board of trustees

No action needed on this item. For acknowledgement only.

4. Solid waste committee.

Esq. Judd said that he and Ms. Karen Spencer had attended the Solid Waste conference at Rough River State Park. Esq. Judd encouraged all the Magistrates to report any illegal dump sites they may encounter. The Judge interjected that the Tire Amnesty program had gone \$6,000.00 over the \$4,000.00 allotment for the program. Esq. Judd said there was no news on the E-scrap or glass products. Esq. Judd mentioned the bids for the recycling trailers and the Judge said that the bids were under 'new business'. Esq. Judd said that there had been 2 bids

received. Esq. Judd said that he recommended the County go with National Recycling Trailers for \$41,000.00.

- On the motion of Esq. Judd, seconded by Esq. Bayers, with all members of the Court present voting 'aye', it is hereby ordered to approve the purchase of 4- 20 cubic yard and 1- 11 cubic yard recycling trailers for the amount of \$41,100.00.

5. Veteran's committee, estimate for flag replacement.

Esq. Judd stated that he had looked at the flags at the memorial and some were tattered and worn, He had asked Mr. Randy Bush to try and get an estimate to replace the flags.

- On the motion of Esq. Bayers, seconded by Esq. Rogers, with all members of the Court present voting 'aye', it is hereby ordered to approve up to \$400.00 for the replacement of the flags at the war memorial.

6. Equipment committee-

The truck for the Road Department was mentioned, but no action taken as this was listed under new business.

7. EMS department- bids for remounting ambulance.

Med 2 will need to be re mounted. Specifications were submitted by Mr. Chris Limpp.

Spencer County Emergency Medical Service

2009 Osage Ambulance Remount

Spencer County Fiscal Court and Spencer County Emergency Medical Service is accepting bids to remount a 2009 Osage Type 3 ambulance specifications on the remount are :

Remount 2009 Osage Type 3 box to new Ford F-450 or equivalent convert Type 3 box to Type 1

Cab and chassis to have :

Four Wheel Drive  
 Diesel Engine  
 Automatic Transmission  
 Power Mirrors  
 Power Locks  
 Liquid Ride Suspension  
 Diamond Plate Running Boards and Rear Bumper  
 Black Powder Coated Brush Guard  
 Black Rubberized Fender Flares on Box  
 Front Console Built to Hold Tablets and Portable Radios  
 Cup Holders Built into Console  
 Mobile Radio in Front Console  
 Built in GPS  
 Back-Up Camera

Box Remount and Refurbish to have :

All LED lighting in patient compartment  
 LED light strips along floor boards and in compartments and cabinets  
 Replace all doors latches , locks , handles and all associated hardware  
 Resurface any worn or aged counter tops or seat cushions  
 Add child safety seat to captains chair  
 Replace flooring if necessary  
 Replace Plexiglass on cabinet doors if necessary

Lighting :

All emergency light replace with LED emergency lighting  
 Delete light bar have flat mounted emergency lighting on front of box  
 LED scene lights  
 LED driving light where possible

Paint

Cab painted white

Box to be stripped and necessary repairs made repainted white  
Truck to be stripped to match current ambulances in SCEMS fleet

Add warranty on all electrical and paint.

Must be built to current industry standards.

Spencer County Fiscal Court will be accepting sealed bids beginning Monday August 22<sup>nd</sup> 2016 at 0800 and closing Friday September 29<sup>th</sup> at 1600. Sealed bid may be delivered to the office of the Spencer County Judge Executive at 12 West Main Street Taylorsville KY 40071 or mailed to the office of the Spencer County Judge Executive Attn: Ambulance Bid at P.O. Box 397 Taylorsville Ky 40071.

The Ambulance to be remounted may be viewed Monday through Friday at the Spencer County Emergency Services Station located at 66 Spears Dr Taylorsville KY 40071.

County Judge Executive Office (502)477-3205  
County Judge Executive John Riley  
Spencer County Emergency Medical Service (502)477-3244  
Chief Chris Limpp

- On the motion of Esq. Bayers, seconded by Esq. Judd, with all members of the Court present voting 'aye', it is hereby ordered to advertise for bids for the re mount of Med 2.

Mr. Limpp also stated that he would be needing a new vehicle soon, as his Tahoe was deemed to be near the end of its' life as an emergency vehicle. The vehicle could still be used in some other capacity, possibly for the Dog Warden. Discussion ensued concerning 2017 model vehicles. No action taken on the new vehicle purchase.

8. Buildings and Grounds committee
  - a) request for fans for maintenance shop and K9 area.



for Shop



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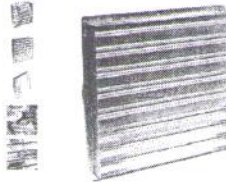
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Product not in product list.



Click image to enlarge

TPI 30" Shutter Mounted Direct Drive Exhaust Fan CE30-DS 1/4HP 3950CFM

Item #: T9AG1960511

Sold By: globalindustrial.com

Usually ships in 17 to 20 days

Price: \$ 462.00

Calculate Shipping

Quantity:

0 Items - \$50.00

Submit Qty

Customers Who Viewed This Also Viewed

- Exhaust Ventilation Fan With Shutter 24" Single Speed 1000
- Exhaust Ventilation Fan With Shutter 30" Single Speed
- Ductless Wall Mount Fan 30 Inch Diameter 1000 CFM

Product Information | Photo/Video Gallery | Customer Review | Product Q&A

TPI 30" Shutter Mounted Direct Drive Exhaust Fan CE 30-DS 1/4 HP 3950 CFM

Guarded exhaust fans feature 120V, single-phase totally permanently lubricated motors with provisions for direct wiring, UL listed. These shutter mounted fans install on inside wall and eliminate the need for external framing and shutter. Quiet operation makes it ideal for commercial environments. Aluminum blades are enclosed in a sturdy steel spiral wire guard. Note: Rough-in hole size is 1/2 inch (+/- 5/16) larger than fan blade size. 1 year limited warranty.

Diagrams with PDF format

Product Specifications

AMPS	2.7
ASSEMBLY	Assembled
BRAND	TPI
CFM HIGH	3,950
CFM LOW	3,000
CONSTRUCTION	Steel/Aluminum
DEPTH INCHES	7.5-10
FAN DIAMETER INCHES	30
HEIGHT INCHES	33-10
HORSEPOWER	1/4
LIMITED WARRANTY YEARS	1
MANUFACTURER PART NUMBER	CE30DS
PHASE	1
ROUGH OPENING INCHES	30-1/2
SPEEDS	2
VOLTAGE	120
WEIGHT LBS.	54
WIDTH INCHES	33-1/8

Customers Who Viewed This Also Viewed



Plastic Storage Container - Attached Lid DC3820-15



Plastic Storage Tote - Stacking Storage Lid



Global™ Dolly for 20, 22, 44, 55 Gallon Trash Container



Vestermans Mechanical Thermostat For Fan Or



Global™ Gray Outdoor Ashtray 14-1/2 Gal.



CO 20" Non-Quenching Wall Fan 1000 & 2000 CFM

http://www.globalindustrial.com/p/hvac/exhaust-fans/exhaust-and-supply/30-in-shutter-mou... 8/8/2016

http://www.globalindustrial.com/p/hvac/exhaust-fans/exhaust-and-supply/10-exhaust-fan-sh... 8/8/2016

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Return to Category List Home HVAC/R & Fans Fans Wall Fans Oscillating Wall Mount Industrial Fans



Oscillating Wall Mount Industrial Fans

Wall mounted fans easily mount to the wall for safe, out-of-the-way operation. The highly efficient PSC type ball bearing motor of these Wall Fans is permanently lubricated and enclosed for longer life. Oscillating wall mount fans allow fixed and oscillating fan operation. Safety clutch oscillating mechanism prevents jamming. Industrial fans have quiet metal fan blades that are balanced for optimum air distribution. Fan blades are enclosed in steel wire guards for safety. Pivot-action fan head allows tilt angle adjustments. Overall depth measures 20" from wall. This unique feature of a 12' power cord helps avoid the use of extension cords. Meets OSHA standards. UL listed. 120V. 1 Year Limited Warranty.

would like to have 2 of these also, for shop -

COMPARE	Dia. "	HP	HIGH	MEDIUM	LOW	IMAGE	MODEL	QTY	PRICE
<input type="checkbox"/>	24	1/4	7,525	6,080	4,080		TS4807050	1	\$105.95
<input type="checkbox"/>	30	1/2	8,775	7,500	5,780		TS4807051	1	\$129.95

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Last Name: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

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International Sales  
Careers

**Account Information**  
Your Account  
Order Status  
Retrieve Quote  
Shopping Cart  
Shopping Lists  
Apply For Credit  
Request A Catalog  
Catalog Unsubscribe  
Marketplace Seller

**Site Tools**  
Site Map  
Affiliate Program  
Press Releases  
Can't Find It  
Rebate Center  
Limited Warranty Information  
Extended Service Plan  
Feedback  
Resource Guide  
Inventory Clearance

**QUICK ORDER**  
Qty. Item #  
Qty. Item #  
Qty. Item #  
Qty. Item #  
Qty. Item #

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- On the motion of Esq. Williams, seconded by Esq. Rogers, with all members of the Court present voting 'aye', it is hereby ordered to approve the purchase of one exhaust

ventilation fan for the K9 area for \$82.95 plus shipping and one TPI 30" shutter mounted direct drive exhaust fan for \$462.00 plus shipping and two Oscillating wall mount fans for \$109.95 each plus shipping for the shop, approving up to \$800.00 total.  
b) sheriff's office

Shop XPOWER 10-Speed 1,500-sq ft HEPA Air Purifier at Lowes.com

Page 1 of 3

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Need Two*

XPOWER 10-Speed 1,500-sq ft  
HEPA Air Purifier

Item # 690729 Model # X-3400A

☆☆☆☆☆ No reviews



\$899.00

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4 YEAR: \$199.97

3 YEAR: \$149.97

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🔗 SHARE



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FREE**

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**Delivery**

✔ Ready for delivery on 08/22/2016 at Shelbyville Lowe's

*Note  
To rent 2 units  
for one mo. would  
cost \$3,000.00 Plus New  
Filter ea mo.*

- On the motion of Esq. Rogers, seconded by Esq. Williams, with all members of the Court present voting 'aye', it is hereby ordered to approve the purchase of two HEPA Air Purifiers for \$899.00 each.
9. Administrative Code committee.  
Esq. Williams stated that the committee would meet on August 17<sup>th</sup> at 10:00 am in the Fiscal Court meeting room.

**I. OLD BUSINESS**

1. Road Department:
  - a) truck purchase using state price contract

SPENCER COUNTY  
F22 PG43



Crossroads Ford Lincoln, Inc.

1070 Versailles Road - Frankfort, KY 40601  
Toll Free 1-855-545-0196 Fax 1-513-732-2868  
Email: crossroads@fleetsharepro.com

SALES QUOTATION



Date: 7/11/16  
To: Todd Burch  
Spencer County Fiscal Court

Phone:  
Fax:  
Email:

We are pleased to quote the following per the Commonwealth of Kentucky Master Agreement #758-110000911-1  
2017 Ford F550 Super Duty Chassis Cab

**MECHANICAL**

- Brakes - Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Engine
- 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex Fuel) (F350)
- 6.8L 3 Valve Gas SOHC EFI NA V10 (F450-F550)
- Transmission - TorqShift Six-Speed Automatic with SelectShift

**EXTERIOR**

- Bumper - front, black painted
- Fender Vents - front
- Front License Plate Bracket
- Fuel Tank
- 26.5 gallon mid ship (F-350 SRW)
- 40 gallon aft axle (F-450/F-550)
- Glass - Solar Tinted, Complete (Std. XL)
- Grille - black painted
- Scuff plates - front, color coordinated
- Splash Guards/Mud Flaps - Front (F450/F550 Only)
- "Three Blink" Lane Change Signal
- Tow hooks - front, two (2)
- Trailer wiring - 7 wire harness w/relays, blunt cut and labeled
- Wheels
- F350 SRW - 17" Argent Painted Steel
- F350 DRW - 17" Argent Painted Steel
- F450 & F550 - 19.5" Argent Painted Steel
- Manual Locking Hubs (4x4)
- Windshield Wipers - Intermittent

**INTERIOR/COMFORT**

- 2.3" Productivity Screen in IP Cluster Instrumentation Center
- Multi-function switch message center display
- 12V Powerpoint, auxiliary
- Air Conditioning - single zone, manual
- Air conditioning vents - black w/chrome trim ring and knob
- Cabin Air Particulate Filter
- Door-Trim - color-coordinated, molded w/armrest/grab handle & reflector

- Floor covering - black, full length vinyl
- Mirror - rearview, 11.5" day/night
- Outside Temperature Display
- Seat - Front, HD Vinyl, 40/20/40 split bench w/center armrest
- Steering - power
- Steering wheel - Black vinyl with tilt and telescopic steering wheel/color includes three (3) button message control
- Sun visors - Color coordinated vinyl
- Uplifter switches - 6 located in Overhead Console
- Window - Rear fixed

**SAFETY/SECURITY**

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Autolamp - Auto On/Off Headlamps
- Belt-Minder (front safety belt reminder)
- Driver and passenger frontal and side airbag/curtain
- Headlamps - Quad beam jewel effect halogen
- Lamps - Roof marker/clearance - LED
- Mirrors - manually telescoping two-way fold trailer tow
- Safety Belts - color-coordinating w/height adjustment front
- Safety Canopy System
- Stabonaeq Elevated Idle Control (SEIC)
- SOS Post-Crash Alert System™
- Underhood service light

**DRIVER ASSIST**

- AutoLamp (Auto On/Off Headlamps) with Rainlamp Wiper Activation

**FUNCTIONAL**

- Alternator
- 6.2L 2 Valve Gas - Extra Heavy-Duty 200 AMP
- 6.8L 3 Valve Gas - Heavy-Duty 240 AMP
- 6.7L 4 Valve OHV Power Stroke V8 Diesel - Extra Heavy-Duty 220 AMP
- Audio - AM/FM stereo (speakers; four (4) w/Reg. Cab
- Stabilizer bars - front & rear

Please select color choice below

- G1 Shadow Black
- H5 Caribou
- J7 Magnetic
- N1 Blue Jeans Metallic

- PQ Race Red
- UX Ingot Silver Metallic
- Z1 Oxford White

Qty.	Code	Item #	Description	Each	Total
1	XSH	1005.03	2017 F550 Super Cab 4x4 Chassis 168" WB DRW - 6.8L V10 Gas Engine	\$36,641.00	\$36,641.00
1	X3E	1006.04	Limited Slip Rear Axle	\$390.00	\$390.00
1	TBM	1006.06	All Terrain Tires - 4x4 Only	\$245.00	\$245.00
1	90L-1	1006.08	Power Equipment Group - Reg and Super Cab	\$915.00	\$915.00
1	473	1006.11	Snow Plow Prep Package	\$165.00	\$165.00
1	41P	1006.16	Skid Plate Package (SuperCab and Crew Cab Only)	\$145.00	\$145.00
1	52B	1006.23	Electronic Brake Controller	\$289.00	\$289.00
1	18B	1006.24	Platform Running Boards	\$395.00	\$395.00
1	76C	1006.33	Electronic Backup Alarm	\$125.00	\$125.00
1	512	1006.43	Spare Tire, Jack and Wheel	\$295.00	\$295.00
1	68M	1006.52	Payload Plus Upgrade Package - Increases GVWR From 18,000lbs to 19,500lbs.	\$1,155.00	\$1,155.00
1	CSP	1006.55	9' Stainless Steel V-Box Spreader	\$8,795.00	\$8,795.00
1	DOT	1006.56	DOT Warning Lights: Cab LED Mini Bar, (2) Grille and (2) Rear LED Warning Lamps	\$1,490.00	\$1,490.00
1	SP85	1006.58	9' Boss Snow Plow Package 12 Volt Electric Power Unit	\$5,780.00	\$5,780.00
1	DB9	1006.78	9' Dump Body Package: 12 Volt DA Underbody Hoist, Cabshield, Rear Hitch with Plug, Lighting, Backup Alarm, Painted One Color	\$8,695.00	\$8,695.00
1	CH1	1006.79	Single Bank Hydraulics Rear Only with Electronic Spreader Controls	\$3,340.00	\$3,340.00
1	ATS	1006.81	12V Automatic Tarp System	\$1,540.00	\$1,540.00
1	PF	1006.82	Rear Poly Fenders	\$695.00	\$695.00
1	RSL	1006.83	Rear LED Spreader Light	\$195.00	\$195.00
				Total	\$71,290.00

Please acknowledge your acceptance of the above quotation by signing this document.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

Please fax quotation and copy of your purchase order to our government sales office at 1-513-732-2868. Within 3-5 business days you should receive an order conformation from our office to confirm your order. If not, please contact our sales office at 1-855-545-0196.

Thank you,  
 Dave Trimpe  
 Government Sales  
 Crossroads Ford Lincoln, Inc.  
 1070 Versailles Road  
 Frankfort, KY 40601

- Motion made by Esq. Goodlett, seconded by Esq. Judd to purchase a truck for the Road Department for the cost of \$71,290.00. 'Ayes' were Esq. Goodlett, Esq. Judd and Judge Riley. 'Nays' were Esq. Williams, Esq. Bayers and Esq. Rogers. Motion fails.

b) discussion for tree removal.

Esq. Judd presented several bids for tree removal.

<p><b>CERTIFIED ARBORIST</b></p> <p>BARDSTOWN (502) 348-3820 KY RESIDENTS 1-800-467-3820</p>	<p><b>VITTITOE</b> <b>TREE SERVICE, INC.</b></p> <p>5135 Boston Road Bardstow, KY 40004</p>	<p><b>PROPOSAL AND ACCEPTANCE</b></p> <p><b>FULLY INSURED</b></p> <p>MEMBER OF THE KY. ARBORIST ASSN.</p>									
<p>PROPOSAL SUBMITTED TO <i>Spencer Co. Rd. Rd.</i></p>	<p>PHONE <i>817-2788</i></p>	<p>DATE <i>7-25-16</i></p>									
<p>STREET <i>397 P.O. Box 307</i></p>	<p>JOB NAME</p>										
<p>CITY, STATE, AND ZIP CODE <i>Taylorville 40071</i></p>	<p>JOB LOCATION</p>										
<p>DATE OF PLANS</p>	<p>JOB PHONE</p>										
<p>We hereby submit specifications and estimates for:</p>											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Remove Brush</td> <td style="width:10%;">Yes</td> <td style="width:10%;">No</td> <td style="width:33%;">Remove Wood</td> <td style="width:10%;">Yes</td> <td style="width:10%;">No</td> <td style="width:33%;">Remove Stump</td> <td style="width:10%;">Yes</td> <td style="width:10%;">No</td> </tr> </table>	Remove Brush	Yes	No	Remove Wood	Yes	No	Remove Stump	Yes	No		
Remove Brush	Yes	No	Remove Wood	Yes	No	Remove Stump	Yes	No			
<p><i>cut Ash &amp; Dead tree put on ground 2600</i></p>											
<p><i>cut &amp; clean up 7000-</i></p>											
<p><b>We Propose</b> hereby to furnish material and labor complete in accordance with above specifications, for the sum of _____ dollars (\$_____).</p>			<p>Payment to be made as follows:</p>			<p><b>NOT RESPONSIBLE FOR YARD, SEPTIC TANK OR DRIVEWAY DAMAGE FROM TRUCKS</b></p>					
<p><small>All work to be completed in a workmanship-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. In the event that the purchaser herein fail to pay all sums due and payable herein within 15 days after due date of said payment the unpaid balance shall accrue interest at the rate of 1 1/2% per month (18% annually) until fully paid. If cancelled there will be a 15% charge still due. In the event Vittitoe's Tree Service has to file suit to collect any unpaid balance hereunder then purchasers agree to pay all costs incurred as a result thereof, including a reasonable attorney's fee. Further, the parties agree that should Court action be necessary that the venue of all actions will be in Nelson County, Kentucky.</small></p>			<p>Authorized Signature _____</p>			<p>Note: This proposal may be withdrawn by us if not accepted within _____ days.</p>					
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>			<p>Signature _____ (Purchaser )</p>			<p>Date of Acceptance _____</p>					
			<p>Signature _____ (Purchaser )</p>								



**Bob Ray Co., Inc.**  
"No Job Too Small, No Tree Too Tall"  
www.bobrayco.com

Customer Name Spencer County Road Dept. Todd Birch Date 20 July 2016  
Phone 502-617-2788 Cell \_\_\_\_\_ Fax \_\_\_\_\_  
Job Location Delta rd off 44 and Waterford Loop City Spencer Ky State Ky Zip \_\_\_\_\_  
Billing Address (if different) \_\_\_\_\_ Email toddbirch@spencercountyky.gov

- Specifications for Contract (or) Estimates -

Remove (7) Ash and 1 dead oak indicated along  
Delta and Waterford and Dutchman  
  
Ash <sup>approx:</sup> Piece down chipping brush & leave lay logs  
for Road Dept. removal, dump chips where indicated  
\$9,240.00  
Optimal. Remove & haul away all debris including logs \$10,320.00  
  
Note:  
Dead oak along Dutchman - Piece down & leave lay in woods.

**COSTS:**

We propose to furnish material, labor and equipment to complete work in accordance with above specifications. The Bob Ray Co., Inc. estimates cost for the performance of the tasks presented above is \$ \_\_\_\_\_. Should there be any reason to modify the scope of work, the Bob Ray Co., Inc. will require your approval with a revised estimated cost before commencing any such additional work.

All work is to be completed in a workmanlike manner. All agreements are contingent upon weather, accidents and other delays beyond our control. See reverse side for the terms and conditions of work to be performed. The above price(s) and specification(s) are satisfactory and hereby accepted. You are authorized to do the work as specified.

This agreement and any noted attachments constitutes the entire agreement between the Bob Ray Co., Inc. and the below signed concerning the subject matter hereof. This agreement supersedes all prior agreements, discussions, representations, warranties and covenants between the Parties with respect to the above specified work. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

Your signature below will constitute a binding contract.

Representative's Signature [Signature] Customer's Signature \_\_\_\_\_  
Date 20 July 2016 Date \_\_\_\_\_





tree removal

**Subject:** tree removal**From:** Misty Ernspeker <haidan@bellsouth.net>**Date:** 7/27/2016 10:10 PM**To:** "toddburch@spencercountyky.gov" <toddburch@spencercountyky.gov>

Todd,

After our meeting yesterday of you showing me the location of 8 trees on Delta and Waterford Loop the price for removing them is \$6,350.00. If you have any questions please call me. I look forward to hearing from you.

Thank you,  
David Ernspeker  
All Professional Tree Service  
cell 502-643-7864  
office 502-267-0923

980677

Estimate  
7-28-16  
In & Out Tree  
Service  
James Haidan  
6 trees on  
Waterford &  
Delta Rd  
1 Big tree on  
Dutchman Creek  
on a Haughtin  
Rd. \$6,350.00  
Insurance  
Farm Bureau

Discussion ensued on the liability of not removing dead or dying trees. Esq. Judd said that the Court approached the tree removal from a liability aspect rather than a safety aspect. Esq. Judd said he had received an email from Mr. Rich Ornstein from KACO which he interpreted as saying if the County knew about a dead or dying tree and did not act on it, they may be held liable. The Judge asked if Esq. Judd thought the item was so critical that it could not wait until the next meeting and Esq. Judd said 'no'. The item will be researched further by the County Attorney and be brought back to the next meeting.

2. K9 request for sidearm.

The Judge said that the Dog Warden needed to be qualified to be able to carry a sidearm, and that he needed the weapon to be qualified. He said he could qualify on another weapon, but would have to go back and be qualified again on the new weapon. Esq. Judd said the main question was if the Dog Warden really needed a weapon. Mr. Gore came before the Court to say he wanted to relay a few reasons he needed a weapon. He said that he had answered a call the previous night on Yoder Tipton about a vicious dog that was beating its head against a woman's door for about 20 minutes, 'sort of Cujo style.' He said that when he got there he could hear the dog from the front yard just hammering the door in the back yard, hammering her door trying to get in her house. He said that he then walked around the corner, and luckily, the dog was trapped on her deck. He said if not, if her gate had been open on her deck, the dog would have got him in the dark. He said 'there's one reason I can give you, vicious dogs.' Esq. Bayers said that in a case like that, when the Dog Warden was near a house, how would he fire a weapon. Mr. Gore said that he was just giving an example, not that he would have shot the dog. He said he was just giving an example of vicious dogs; he said it was for his protection, and for the protection of others. He said that also, when he responded to an accident where a dog had been run over, and he had to put him down right on the spot.' He said that there were many more cases he could think of. The Judge interjected that there was a bull that the Dog Warden had to put down, but Mr. Gore said that this was not the case, and the Sheriff's Department had come and put the bull down. Mr. Gore said that he would not have been able to put down a bull with a handgun. Mr. Gore went on to give an example of when he might be going to a home to check on a vicious animal or do an animal welfare check, and 'they come out the door and put a gun in my face.' He said that he did have a Sheriff's radio, but that it did not work in all areas of the County, like Murphy Lane. Esq. Bayers asked Mr. Gore if he had a concealed carry permit and Mr. Gore responded that he did. Esq. Bayers then asked if Mr. Gore owned a handgun, and Mr. Gore responded that he did. Esq. Bayers asked if there was any reason that Mr. Gore couldn't use his own handgun and Mr. Gore responded that he didn't know of a reason but he just wanted a County-issued weapon. Esq. Bayers said the issue that he had was with the County's liability. Discussion continued. The Clerk asked Mr. Gore if any other county's Dog Wardens carried weapons and Mr. Gore said that he couldn't name the counties, but he said that they did carry weapons. County Attorney, Ken Jones said that he would like to do further research to make certain the County fell within the boundaries of KACO's insurance standards. It was decided that more research needed to be done.

3. County audit discussion.

Esq. Judd stated that in the audit report the County received a verbal warning for not having the correct procedures in place for accounting for employee's time. Esq. Judd said that the Court tried to get timeclocks, the Judge interrupted Esq. Judd, saying that the report did not specifically mention timeclocks. The Judge said that timeclocks were not a recommendation. Esq. Bayers stated that timeclocks would solve the issues contained in the audit. The Judge stated 'no, no if you read the comment, OK, and we have already corrected much of this, OK, because, and I'm telling you, I specifically talked to the auditors, and I encourage...Esq. Bayers said 'we were told last year though, that this was corrected, and here it is in another audit.' The Judge said 'look at the time period at what this audit is. This was a fiscal year ending June 30<sup>th</sup> of 2015.' He asked Esq. Bayers 'when

did you come into office?’ Esq. Bayers replied on January 1<sup>st</sup>. The Judge then said ‘OK so this was something that was already in place for half of the year that we came into, I think, you know, we’re doing anything to correct it by June of that year. So we didn’t even get the audit, when did we get the June 2014 audit, he asked the Treasurer.’ Esq. Bayers said it was ‘on every audit for the prior seven years.’ The Judge responded ‘so this is not, this is for fiscal year ending June 30, 2015.’ Esq. Bayers then responded that ‘this Court unanimously voted to purchase timeclocks and they are still not implemented.’ The Judge said ‘that is correct because you, I believe, were going to have a salesman come here, you know, what we did.’ Esq. Bayers interjected ‘no actually that was one of your stall tactics to get the salesperson who sold timeclocks to Sam’s to come in here and try and do a demonstration. Esq. Williams read a comment from the audit which said ‘the timesheets are prepared manually and do not include proper information for each employee as required.’ The Judge said he would be glad to explain that. ‘What we have gotten lax on over a period of years was employees filling out their own timesheets, so it might have a first name on it and no last name. You get a timesheet form the Road Department and it says a first name and no last name. Well, Doug knows who that is, Karen knows who that is, but the Auditor doesn’t. So the Auditor says it ought to have that information on it, so what we’re doing now, and this is what we implemented immediately, OK. We have preprinted timesheets, it has the name, the pay period, the dates for the pay period. We implemented also a cover sheet; this was a recommendation of the Auditor, a cover sheet so that the supervisor that signs those timesheets, goes through there and marks and it has a cover sheet with the Road Department, or whatever department it is, the supervisor, and they indicate that they have checked these items. Granted it had gotten very lax, in terms of the supervisor and the employees frankly, writing a first name on it, and not a last name. The supervisor not thoroughly checking the timesheet. I look at them all, OK? I sign off on the supervisors, people that I directly supervise. And if I saw so and so didn’t sign their timesheet, I flag it, and go back to that employee and get their signature. What the Auditors are saying is that the controls should start at the supervisor’s level. The supervisor needs to be checking and this is what we are enforcing now. We have a couple who are trying to get lax already, they don’t want to put a cover sheet with the timesheet. Nope, it’s going back to them. They are going to have those cover sheets and they are going to check those items on the timesheets. Esq. Bayers asked ‘how many employees do we have that clock out for lunch every day?’ The Judge replied ‘all of our employees take a lunch break.’ Esq. Bayers said ‘every one of our employees clock out for lunch every day?’ The Judge again said ‘they have a lunch break.’ Esq. Bayers said ‘I know, they are required to, I am just wondering just how many actually do.’ The Judge said it was impractical to think you have got a road crew out there that you are going to ask them to come back to the road department to clock out for lunch? The Judge said he thought that was impractical. Esq. Bayers said he wanted to know if they clocked out on their timesheets. He said they do not have to come back in, just sign out on the timesheets. The Judge said he thought they were accounting for their lunch breaks. Esq. Williams said that he had seen some of their timesheets and all he saw was the time they clocked in and the total number of hours. Esq. Williams said that he didn’t think that the road crew needed to come back to the department to clock out for lunch, but federal law

required a lunch break after working five hours. Esq. Bayers said 'but if we don't have it accounted for, that's an issue.' Esq. Bayers said that someone might contact Wage and Hour and say that they were not getting their lunch breaks. Esq. Bayers stated that he had spoken with an attorney with Wage and hour and in her opinion 'we need timeclocks' That was her opinion. Esq. Rogers said that he had that problem several years ago, and when they got timeclocks the problem was settled. Esq. Rogers said 'a hundred-dollar timeclock would settle this whole issue, and Judge you won't go along with it.' The Judge said you're not talking about a hundred-dollar time clock, I think they are talking about biometric timeclocks with a thumbprint. Esq. Rogers said that wasn't needed. Judge Riley said that was what the recommendation was 'am I correct?' Esq. Bayers said that was what the Court had voted on, but they would be satisfied with any type of timeclock. The Judge then said isn't that what you want? The biometric timeclock? A thumbprint timeclock? The Judge said 'I can tell you I have researched it, there's multiple problems with that. We have no issue.' Esq. Bayers then said 'then let's get a requirement that everyone put a regular timeclock in.' He asked the Judge if he had a problem with that. The Judge said 'you want a hundred-dollar timeclock to go in every department?' 'Is that going to go for the Sheriff's office?' The Sheriff responded that his employees clocked in using their radios via dispatch. The Judge said that he looked at the Sheriff's timesheets and they didn't indicate clocking in or out. The Sheriff responded he didn't think the Judge understood what the Sheriff was saying. He said that his employees used radio dispatch to clock in and out. The Sheriff also said that his department was law enforcement and came under 'a different scope of rules than what the Judge was talking about.' No action taken on this item.

4. County tax rates information and resolution #2

The Judge said the tax rate information was in the Magistrate's book. He said that the Court needed to act on the tax rates at the current meeting. He went on to say that 'at this point we are locked into accepting the compensating rate. The current tax on real property tax is 8.8, the compensating rate is 8.7. Same thing on personal property, the current rate is 8.8 and the compensating rate is 8.7.' The Judge said that if the Court adopted anything above that, they would be required to have a hearing. That would require advertising.

SPENCER COUNTY  
F22 PG51

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF REVENUE  
OFFICE OF PROPERTY VALUATION  
OMITTED TANGIBLE BRANCH  
STATION 32 4TH FL, 501 HIGH STREET  
FRANKFORT, KY 40601-2103  
Phone (502) 782-2507 Fax (502) 564-8192



July 15, 2016

JOHN RILEY  
JUDGE EXECUTIVE  
12 WEST MAIN STREET  
P O BOX 397  
TAYLORSVILLE, KY 40071-0000

SPENCER COUNTY - GENERAL

\*\*\*\*\* FIRST REQUEST \*\*\*\*\*

RE: Request for 2016 Kentucky Property Tax Rates - Regular & Local Option

This correspondence is an official request for your 2016 tax rate information. The Department of Revenue, Office of Property Valuation must annually collect the current real and personal property tax rates imposed by all taxing jurisdictions legally established within the Commonwealth of Kentucky. Due to the fact that these rates are used by the Department of Revenue to calculate your taxes, it is imperative that your compliance with this request be accurate and timely.

Please be advised that the Department of Revenue operates numerous computer systems that contain local tax rate information. These systems are maintained for the purpose of assessing, certifying and/or collecting and distributing current and omitted personal and real property taxes and public service company (franchise) property taxes for which the local governments are the primary recipients. Furthermore, the Department organizes the tax rate information to produce an annual publication for public use called the 'Kentucky Property Tax Rates'.

To comply with our request, please complete and return the following documents to the Department of Revenue by October 15, 2016 or as soon as your rates are final:

- 1) the enclosed schedule, completed in its entirety;
- 2) an official copy of the final tax ordinance or minutes that established your 2016 tax rate(s);
- 3) FOR CITIES ONLY:**  
a copy of a 2016 real property tax bill and a personal property tax bill that illustrates your tax rate(s).
- 4) FOR SCHOOLS ONLY:**  
a copy of your Tax Rate Levied Form (F-1) filed with the Department of Education.

Failure to provide your tax rate information could jeopardize the collection and distribution of state and local tax dollars to your jurisdiction. If your tax rates have not been set, please remit the information as soon as it is available. If you need to refer to your 2015 tax rates, please visit the DOR web site <http://revenue.ky.gov/pvanetwork/> to view the 2015 tax rate book. If you have any questions or need assistance regarding this matter, please contact Jehna Cornish at (502) 782-2507 or via email at [jehna.cornish@ky.gov](mailto:jehna.cornish@ky.gov). Thank you for your time and immediate attention to this matter.

Sincerely,

Division of State Valuation  
Office of Property Valuation



OFFICE OF THE GOVERNOR  
DEPARTMENT FOR LOCAL GOVERNMENT

Matthew G. Bevin  
Governor

1024 Capital Center Drive, Suite 340  
Frankfort, Kentucky 40601  
Phone: (502) 573-2382  
Fax: (502) 573-2939  
TDD: 1 (800) 247-2510  
www.kydlgweb.ky.gov

Sandra K. Dunahoo  
Commissioner

TO: The Honorable John Riley  
Spencer County Judge/Executive

FROM: *SKD* Sandra Dunahoo  
State Local Finance Officer

DATE: July 13, 2016

SUBJECT: 2016 Assessment Information



The certification of ad valorem tax rates and revenue in accordance with KRS 68.245 through 68.249 for your county is attached.

The assessments to be used for advertising purposes are as follows:

Real Estate	1,064,456,015
Tangible Personal Property	10,612,188
Public Service Companies (Real Estate)	3,782,082
Public Service Companies (Personal)	23,096,370
Distilled Spirits	0
Insurance Shares	0
Motor Vehicles	137,707,621
Watercraft (See KRS 132.488)	7,134,005
Tobacco in Storage	0
Other Agricultural Products	0
Aircraft (Recreational & Non-Commercial)	229,900 **
Watercraft (Non-Commercial)	557,530 **
Inventory in Transit* (See KRS 132.099)	0

\*Inventory in Transit is exempted from local tax and is not included in Tangible Personal Property. Unless action is taken by a special taxing district to exempt, inventory in Transit is taxed.

\*\*Tangible items not included in Tangible Personal Property. May be taxed or exempted at local option.

If you have not sent a copy of your adopted budget to this office previously, after adoption of tax rates and adoption of the budget, please send a copy to this office.

cc: County Clerk



An Equal Opportunity Employer M/F/D

County Spencer  
Fiscal Court

COMMONWEALTH OF KENTUCKY  
Department of Local Government  
Division of Financial Services

Permissible Ad Valorem Tax Revenue 2016-17

2015 ASSESSED VALUE OF PROPERTY SUBJECT TO FULL LOCAL RATES

Line 1. Real Estate		1,045,576,296
Line 2. Tangible (Personalty)		12,019,702
Line 3. P.S. Corporation - Real Estate		2,950,040
Line 4. P.S. Corporation - Tangible (Personalty)		22,084,498
Line 5. Distilled Spirits (Personalty)		0
Line 6. Net Change in Homestead Exemptions		
2016	55,997,525	
- 2015	53,579,443	2,418,082
Line 7. Total (Line 1 through Line 6)		1,080,212,454

2016 NET ASSESSMENT GROWTH

Line 8. Real Estate		16,912,301
Line 9. New Property PVA	4,365,900	
PSC	832,042	5,197,542
Line 10. Tangible (Personalty)		-1,407,514
Line 11. P.S. Corporation - Real Estate		0
Line 12. P.S. Corporation - Tangible (Personalty)		1,011,872
Line 13. Distilled Spirits (Personalty)		0
Line 14. Total Growth (Line 8 through Line 13)		21,714,201
Line 15. Total Assessed Value Subject to Full Local Rates (Line 7 plus Line 14)		1,101,926,655

REAL PROPERTY

Compensating Rate*	8.70
Revenue	929,350
4% Increase**	9.00
Revenue	961,396

I hereby certify the above local ad valorem tax rates and revenue for real property to Spencer County in accordance with KRS 68.245 this the 13th day of July, 2016.

Sandra K. Dunahoo  
State Local Finance Officer

WATER      MOTOR  
CRAFT      VEHICLES

Informational Only	8.80	8.80
Revenue	6,278	121,183

\* No hearing required - no recall  
\*\* Hearing required - no recall

Rate Calculation Worksheet	Spencer
Applicable to Counties, Special Taxing Districts and Cities	Fiscal Court
Information Needed:	
1) 2015 Actual Tax Rate (per \$100) Real Property	8.80
2) 2015 Actual Tax Rate (per \$100) Personal Property	8.80
3) 2015 Total Property Subject to Rate	1,082,630,536
4) 2015 Real Property Subject to Rate	1,048,526,336
5) 2016 Total Property Subject to Rate	1,101,926,655
6) 2016 Real Property Subject to Rate	1,068,218,097
7) 2016 New Property (KRS 182.010)	5,197,542
8) 2016 Increase in HEX, 2016 over 2015	2,418,082
9) 2015 Personal Property Subject to Rate	34,104,200
10) 2016 Personal Property Subject to Rate	33,708,558
11) 2015 Motor Vehicle Assessment	127,213,492
12) 2016 Motor Vehicle Assessment	137,707,621
13) 2015 Watercraft Assessment	7,311,226
14) 2016 Watercraft Assessment	7,134,005
I. Compensating Rate for 2016 (KRS 182.010(6)):	
1,048,526,336 div by 100 multiplied by	8.80 = 922,703
Item 4	Item 1 **A**
922,703 divided by	1,063,020,555 multiplied by 100 = 8.70
**A**	Item 6 minus Item 7 Rate I (Round up) 8.6800
Check for minimum revenue limit on compensating rate for 2016 (KRS 182.010(6)):	
1,101,926,655 divided by 100 multiplied by	8.70 = 958,676
Item 5	Rate I Total 2016 Revenue
1,048,526,336 divided by 100 multiplied by	8.80 = 922,703
Item 4	Item 1 2015 Revenue (RE)
34,104,200 divided by 100 multiplied by	8.80 = 30,012
Item 9	Item 2 2015 Revenue (PF)
	952,715
	Grand Total 2015 Revenue
952,715 divided by	1,101,926,655 multiplied by 100 =
Total 2015 Revenue	Item 5 Substitute for Rate I (Round up) 8.646
II. Rate Allowing 4% Increase in Revenue from Real Property (KRS 68.245(6)):	
1,063,020,555 divided by 100 multiplied by	8.70 = 924,828
Item 6 minus Item 7	Rate I **B**
924,828 multiplied by 1.04 divided by	1,063,020,555 = 9.00
**B**	Item 6 minus Item 7 Rate II (Round Down) 9.0480



COUNTY: Spencer

DISTRICT: Fiscal Court

Personal Property Tax Rate Calculation Worksheet

Pursuant to KRS 68.246, KRS 132.024, KRS 132.029  
Applicable to Counties, Special Taxing Districts and Cities

Information Needed:

1)	2015 Actual Tax Rate (per \$100) Real Property	0880
2)	2015 Actual Tax Rate (per \$100) Personal Property	0880
3)	2018 ACTUAL TAX RATE (per \$100) Real Property	1,045,526,336
4)	2015 Real Property Subject to Rate	1,066,218,697
5)	2014 Real Property Subject to Rate	34,104,200
6)	2015 Personal Property Subject to Rate	33,708,558
7)	2018 Personal Property Subject to Rate	

\*STAGE ONE:

$$\frac{1,066,218,697}{5} \text{ Divided by } 100 \times \frac{0880}{3} = \text{A (2015 Revenue ( RE ))}$$

$$\frac{1,045,526,336}{4} \text{ Divided by } 100 \times \frac{0880}{1} = \text{B (2014 Revenue ( RE ))}$$

$$\text{A} \text{ minus } \text{B} = \text{C (Revenue \$ increase over Prior Year ( RE ))}$$

$$\text{C} \text{ divided by } \text{B} = \text{D (Revenue \% Increase over Prior Year ( RE ))}$$

\*STAGE TWO:

$$\frac{33,708,558}{7} \text{ Divided by } 100 \times \frac{0880}{3} = \text{E (2015 Revenue ( PP ))}$$

$$\frac{34,104,200}{8} \text{ Divided by } 100 \times \frac{0880}{2} = \text{F (2014 Revenue ( PP ))}$$

$$\text{E} \text{ minus } \text{F} = \text{G (Revenue \$ increase over Prior Year ( PP ))}$$

$$\text{G} \text{ divided by } \text{F} = \text{H (Revenue \% increase over Prior Year ( PP ))}$$

\*STAGE THREE:

Option One:

If  $\frac{H}{D}$  is greater than or equal to  $\frac{D}{D}$  the maximum personal tax rate for 2015 is  $\frac{3}{3}$ .

Option Two:

If  $\frac{H}{D}$  is less than  $\frac{D}{D}$  Option Two may be utilized.

$$\frac{F}{J} \times \frac{D+1.0}{D} = \text{J (2015 Revenue) \$ Max ( PP )}$$

$$\frac{J}{J} \text{ divided by } \frac{33,708,558}{7} \times 100 = \text{Maximum 2015 tax rate ( PP )}$$

Option Three:

The local agency always has the option of setting a personal property tax rate less than the tax rate for real property.

Spencer County, Kentucky  
Resolution #2  
Fiscal Year 2017 Series

An Resolution Relating to Certification of the County Tax Rates

Be It Resolved and certified by the Fiscal Court of Spencer County, Commonwealth of Kentucky that on this date, August 15, 2016, the Fiscal Court voted to levy a tax rate of 8.7 cents per \$100 of assessed value on all Real Property within the County of Spencer for tax year 2016; and

Be It Further Resolved and certified by the Fiscal Court of Spencer County that on this date, the Court voted to levy a tax rate of 8.7 cents per \$100 of assessed value for all Personal Property, including motor vehicles and watercrafts, within the County of Spencer for calendar year 2017; and

Be It Further Resolved and certified by the Fiscal Court of Spencer County that on this date the Court hereby acknowledges, with no changes for tax year 2016, the maximum franchise rate of 0.025% on all deposits maintained by financial institutions within the County of Spencer, as defined in Chapter 136 of the Kentucky Revised Statutes.

AYES

NAYS

[Handwritten signatures]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

So Resolved by vote taken on this the 15<sup>th</sup> day of August 2016.

[Handwritten signature]

John Riley, Spencer County Judge Executive

Attest: [Handwritten signature]  
Lynn Hesselbrock, Spencer Fiscal Court Clerk

62A3000 (7-16)  
Commonwealth of Kentucky  
DEPARTMENT OF REVENUE  
Office of Property Valuation  
501 High Street, Station 32  
Frankfort, Kentucky 40601



PROPERTY TAX RATE REQUEST FORM  
FOR TAX YEAR 2016

ORIGINAL TO: KY Department of Revenue  
Office of Property Valuation  
FAX: (502) 564-6192  
EMAIL: Johna.Cornish@ky.gov  
PHONE: (502) 782-2507  
County Clerk

The original form should be completed and submitted on or before 10/15/2016 by mail, email or fax.

This form is necessary to ensure that your jurisdiction will receive the appropriate amount of property tax revenue from state collections and to ensure your current mailing address is on file to send the checks for collected revenue.

\* DO NOT LEAVE A BOX BLANK! If you elected not to adopt a rate for a tax type please enter "0".

TAXTYPE	Tax Rates Per \$100	
REAL PROPERTY	* 8.7 cents	GENERAL REAL ESTATE RATE
TANGIBLE PERSONAL PROPERTY	* 8.7 cents	GENERAL TANGIBLE PERSONAL PROPERTY RATE
INVENTORY	∅	132.028 Rate on business inventories levied by a city or urban-county government (1) Subject to the provisions of KRS 132.027, a city or urban-county government may levy a rate on business inventories equal to or less than the prevailing rate of taxation on other tangible personal property in the respective city or urban-county government.
<b>OPTIONAL TAXES</b> Tax Rates Per \$100		
AIRCRAFT	* ∅	132.200 Property subject to state tax only. All property subject to taxation for state purposes shall also be subject to taxation in the county, city, school, or other taxing district in which it has a taxable situs, except the class of property described in KRS 132.030 and the following classes of property, which shall be subject to taxation for state purposes only: (18) Aircraft not used in the business of transporting persons or property for compensation or hire if an exemption is approved by the county, city, school, or other taxing district in which the aircraft has its taxable situs;
DOCUMENTED WATERCRAFT NON KY REGISTERED WATERCRAFT	* ∅	(19) Federally documented vessels not used in the business of transporting persons or property for compensation or hire or for other commercial purposes, if an exemption is approved by the county, city, school, or other taxing district in which the federally documented vessel has its taxable situs;
IN-TRANSIT INVENTORY Note: Cities, counties, and schools cannot receive revenue from In-Transit Inventory (KRS 132.099(2))	* ∅	132.099 Local taxation of personal property held for shipment out-of-state (3) Any fire district or other special taxing district may exempt from the ad valorem tax personal property placed in a warehouse or distribution center for the purpose of subsequent shipment to an out-of-state destination.

PLEASE PRINT YOUR CURRENT MAILING ADDRESS AND CONTACT INFORMATION.

County: Spencer Taxing Jurisdiction Name: County of Spencer

Contact Person: John Riley Title: County Judge Executive

Mailing Address: PO Box 397 Address 2:

City: Taylorville State: KY Zip Code: 40071

Telephone: 5024773205 Fax: 5024773200 Email: johnriley@spencercountyky.gov

As the representative for the local jurisdiction named above, I certify that these requested property tax rates have been set for the 2016 year.

Signature: [Signature] Date: 8-19-16

Print Name: JOHN RILEY Title: COUNTY JUDGE EXECUTIVE

Questions concerning this form and the property tax rate levies can be directed to Jehna Cornish at (502) 782-2507.

Aug 22 2016 09:21AM Spencer Co. Judge-Exec. 5024773206 page 1

- On the motion of Esq. Goodlett, seconded by Esq. Williams with all members of the Court present voting 'aye', it is hereby ordered to approve the compensating tax rate of 8.7 cents per \$100.00 assessed value on real and personal property for the 2016/2017 tax year.

J. NEW BUSINESS

- Code of ethics ordinance, second reading.
  - On the motion of Esq. Bayers, seconded by Esq. Williams, with all members of the Court present voting 'aye', it is hereby ordered to approve the second reading and adoption of the revised Code of Ethics for the County of Spencer with any corrections being made.

## CODE OF ETHICS FOR THE COUNTY OF SPENCER

## TABLE OF CONTENTS

SECTION 1 - Findings, declarations

SECTION 2 - Definitions

SECTION 3 - Standards of Conduct

SECTION 4 - Conflict of Interest in Contracts

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SECTION 6 - Use of county property, equipment and personnel

SECTION 7 - Misuse of confidential information

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SECTION 12 - Nepotism

SECTION 13 - Establishment of the Ethics Commission

SECTION 14 - Powers and Duties of the Ethics Commission

SECTION 15 - Advisory Opinions from the Ethics Commission

SECTION 16 - Submission Procedure for Ethics Complaints

SECTION 17 - Ethics Complaint Initial Inquiry

SECTION 18 - Ethics Complaint Preliminary Investigation

SECTION 19 - Ethics Complaint Adjudicatory Proceedings

SECTION 20 - Ethics Complaint Appeals

SECTION 21 - General Provisions

SECTION 22 - Severability

SECTION 23 - Ethics Commission Records

SECTION 24 - Effective Date

Appendix A --- Spencer County Financial Disclosure Statement

Appendix B --- Spencer County Ethics Complaint Form

## CODE OF ETHICS FOR THE COUNTY OF SPENCER

Spencer County, Kentucky

Ordinance No. \_\_\_\_\_

Fiscal Year 2016 Series

NOW THEREFORE, BE IT ORDAINED by the Fiscal Court of Spencer County, Commonwealth of Kentucky, that Ordinance No. 16, Fiscal Year 2011 Series is hereby rescinded and replaced as follows:

**SECTION 1 - FINDINGS, DELCARATIONS:**

The Spencer County Fiscal Court finds and declares that:

- A. Public office and employment are a public trust;
- B. The vitality and stability of representative democracy depend upon the public's confidence in the integrity of its elected and appointed representatives whether compensated or not;
- C. Whenever the public perceives a conflict between the private interests and the public duties of a government officer or employee, that confidence is imperiled;
- D. Local government has the duty both to provide the citizens of Spencer County with standards by which they may determine whether public duties are being faithfully performed, and to apprise their officers and employees of the behavior which is expected of them while conducting their public duties; and
- E. It is the purpose of this chapter to provide a method of assuring that standards of ethical conduct and financial disclosure requirements for local government officers and employees shall be clear, consistent, uniform in their application, and enforceable with advice and information concerning possible conflicts of interest which might arise in the conduct of their public duties.

**SECTION 2 - DEFINITIONS:**

- A. "Business Associate" includes the following:
  1. A private employer;
  2. A general or limited partnership, or a general or limited partner within the partnership;
  3. A corporation that is family-owned or in which all shares of stock are closely held, and the shareholders, owners, and officers of such a corporation;
  4. A corporation, business association, or other business entity in which the county government officer or employee serves as a compensated agent or representative.
- B. "Business Organization" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, limited liability corporation, receivership, trust, professional service corporation, or any legal entity through which business is conducted for profit;
- C. "Candidate" means an individual who seeks nomination or election to a county government office. An individual is a candidate when the individual:
  1. Files a notification and declaration of nomination for office with the County Clerk or Secretary of State or
  2. Is nominated for office by a political party under KRS 118.105, 118.115, 118.325, or 118.760.
- D. "County Government Agency" means any board, Commission, authority, non-stock-corporation, department, or other entity formed by the county government or combination of local governments and includes any employee thereof.
- E. "County Government Employee" means any person, whether compensated or not, whether full time, part time, or seasonal, employed by or serving the county government, but shall not mean any employee of the local school board or any person using jail work release or performing community service under Judicial Order.
- F. "County Government Officer" means any person, whether compensated or not, whether full time or part time, who is

## CODE OF ETHICS FOR THE COUNTY OF SPENCER

elected to any county government office; or any person who serves as a member of the governing body of any county government agency or special taxing or non-taxing district.

- G. "Family Member" means a spouse, parent, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- H. "Rule of Necessity" means the county government, agency, or district may make or enter into a contract in which an officer, employee, family member, or a business associate has an economic interest if:
1. The nature of the transaction and the nature of the interest is publicly disclosed on record prior to the time it is engaged in, and
  2. A specific finding is made by the county government, agency, or district and entered on the official record of the proceedings of the governing body that, notwithstanding the conflict, it is in the best interest of the local government because of limited supply, price, or documented emergency.

**SECTION 3 - STANDARDS OF CONDUCT:**

Spencer County officers or employees under the jurisdiction of this section shall comply with the following:

- A. No county government officer or employee or member of his/her immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in conflict with the proper discharge of his/her duties in the public interest;
- B. No county government officer or employee shall use or attempt to use his or her position to secure unwarranted privileges or advantages for himself/herself;
- C. No county government officer or employee shall act in his/her official capacity in any manner which he/she, a member of his/her family, or a business organization in which he/she has an interest, has a direct or indirect financial or personal involvement that might be expected to impair his/her objectivity or independence of judgment;
- D. No county government officer or employee shall undertake any employment or service, compensated or not, which might be expected to prejudice his/her independence of judgment in the exercise of his/her official duties;
- E. No county government officer or employee, member of his/her family, or business organization in which he/she has an interest, shall solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, political contribution, service, promise, or other thing of value was given or offered for the purpose of influencing him/her, directly or in the discharge of his/her official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective office as governed by the Kentucky Revised Statutes;
- F. No county government officer or employee shall be prohibited from giving or receiving an award publicly presented in recognition of public service, or hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearance, ceremonies or fact finding trips related to official county government business.
- G. No duly authorized county government official shall be prohibited from accepting gratuity for solemnizing a marriage;
- H. No county government officer or employee shall use, or allow to be used, his/her public office or employment, or any information, not generally available to the members of the public, which he/she receives or acquires in the course of and by reason of his/her office or employment, for the purpose of securing financial gain for himself/herself, any member of his/her family business organization with which he/she is associated except under the "rule of necessity".
- I. (Not Used)
- J. No county government officer or employee shall be deemed in conflict with these provisions if, by reason of his/her participation in the enactment of any ordinance, resolution or other matter required to be voted upon, which falls under the "rule of necessity".

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- K. No elected county government officer shall be prohibited from making an inquiry for information of providing assistance on behalf of a constituent, if no fee, reward, or other thing of value is promised to, given to, or accepted in return by the officer or a member of his/her immediate family, whether directly or indirectly;
- L. Nothing in this section shall prohibit any county government officer, county employee or members of his/her family, from recusing himself/herself or themselves from the government process and representing himself/herself or themselves in negotiations or proceedings concerning his/her or their own interests.;
- M. No county government officer or employee shall use official authority, influence, or coercion toward an official or employee of county government at any time for political activity or to effect a nomination or election result;
- N. No county government officer or employee shall attempt, directly or indirectly, to coerce a person in county government to lend, pay, or contribute anything of value to a group or person for any political activity or purpose;
- O. (Not Used)
- P. (Not Used)

**SECTION 4 - CONFLICT OF INTEREST IN CONTRACTS:**

- A. No officer, employee, board or Commission member of the county or any county agency shall directly or through others undertake, execute, hold, or enjoy, in whole or in part, any contract made, entered into, awarded, or granted by the county or county agency, unless it meets all of the following requirements:
  1. The contract was awarded after public notice and competitive bidding;
  2. The contracts were entered into before:
    - (a) An elected officer filed as a candidate for county office,
    - (b) An appointed officer was appointed to a county or county agency office, or
    - (c) An employee was hired by the county or county agency.
  3. If the contract is renewable, then the prohibition of Subsection 4.A.1 shall apply to the renewal of the contract.
- B. If the officer, employee, board or Commission member was authorized to participate in establishing the contract specifications, awarding the contract, or in managing contract performance after the contract is awarded, then the officer, employee, board or Commission member shall have no interest in the contract, unless the following requirements of the rule of necessity are satisfied:
  1. The officer, employee, board or Commission member, is prohibited from voting on the matter.
  2. The specific nature of the contract transaction and the nature of the officer's employee's, board or Commission member's interest in the contract are publicly disclosed at a meeting of the governing body of the county or county agency.
  3. These disclosures are made a part of the official record of the governing body of the county or county agency before the contract is executed.
  4. A finding is made by the governing body of the county or county agency that the contract with the officer, employee, board, or Commission member is in the best interest of the public and the county or county agency because of price, limited supply, or other specific reasons.
  5. The finding is made a part of the official record of the governing body of the county or county agency before the contract is executed.

**SECTION 5 - RECEIPT OF GIFTS:**

No officer, employee, board or Commission member of the county or any county agency shall directly or indirectly through any other person or business, solicit or accept any gift whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonable be inferred that the gift was intended to influence, or could reasonably be expected to influence the officer, employee, board or Commission member in the performance of his or her duties. Exceptions:

- A. Unsolicited gratuities, regardless of value, when such gratuities are offered to and remain the property of the County or County Agency.

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- B. Admission to events to which they are invited in their official capacity as a Public Official.
- C. Campaign contributions or services in connection with their political campaign.
- D. Loans made in the ordinary course of business.
- E. Gifts received from family members.
- F. A non-monetary award publicly presented by a nonprofit organization for performances of public service.

**SECTION 6 - USE OF COUNTY PROPERTY, EQUIPMENT AND PERSONNEL:**

No officer, employee, board or Commission member of the county shall use or permit the use of any county time, funds, personnel, equipment, or other personal or real property for the private use of any person unless:

- A. The use is available to the general public, and then only to the extent and upon the terms that such use is available to the general public;
- B. The use is specifically authorized by a published official written policy (administrative code, standard operating procedure, etc.) which was established in advance by an elected official of Spencer County; or
- C. The use is specifically authorized by a recorded vote of the Spencer County Fiscal Court.

**SECTION 7 - MISUSE OF CONFIDENTIAL INFORMATION:**

No officer, employee, board or Commission member of the county or any county agency shall intentionally use or disclose information acquired in the course of his or her official duties, if the primary purpose of the use or disclosure is to further his or her financial interest or that of another person or business. Information shall be deemed confidential, if it is not subject to disclosure pursuant to the Kentucky Open Records Act, KRS 61.872 to 61.884, at the time of its use or disclosure.

**SECTION 8 - HONORARIA:**

- A. No officer, employee, board or Commission member of the county or any county agency shall accept any compensation, honorarium or gift with a fair market value greater than \$100 in consideration of an appearance, speech or article unless the appearance, speech or article is unrelated to the officer's, employee's, board or Commission member's service with the county.
- B. Nothing in this section shall prohibit an officer, employee, board or Commission member of the county from receiving and retaining from the county or on behalf of the county actual and reasonable out-of-pocket expenses incurred by the officer, employee, board or Commission member in connection with an appearance, speech or article, provided that the officer, employee, board or Commission member can show by clear and convincing evidence that the expenses were incurred or received on behalf of the county or county agency and primarily for the benefit of the county and not primarily for the benefit of the officer, employee, board or Commission member or any other person.

**SECTION 9 - POLITICAL ACTIVITIES:**

No appointment to, or employment in, any county government agency position shall be dependent on political activity. No Public Official shall require any person to engage in any political activity as a condition of employment.

**SECTION 10 - PERFORMANCE OF OFFICIAL FUNCTIONS:**

Public Officials shall:

- A. Discharge their public duties without favor, compensation or reward, except from the county or agency involved;
- B. Not use or attempt to use their official position to secure unwarranted personal or financial gain, or to avoid



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consequences of illegal acts, for themselves or others; or

- C. Not act in their official capacity in any matter when the Public Official or a family member has a direct or indirect financial or personal involvement, or when the Public Official has reason to know that their action may result in a personal financial benefit for the Public Official or family member.

**SECTION 11 - FINANCIAL DISCLOSURE:**

- A. The following individuals shall be required, as defined in this chapter, to file a financial disclosure statements:
1. Elected officials – shall file annually;
  2. Candidates for elected office – shall file within 28 days of filing as a candidate  
(a) Note: within 7 days of the filing deadline, the Spencer County Clerk shall provide the Spencer County Ethics Commission with a list of all candidates who have successfully filed for an upcoming election;
  3. Officers and other employees with procurement authority exceeding five hundred (\$500.00) per purchase – shall file annually;
  4. Members of boards and Commissions, subject to this chapter of the Spencer County Administrative Code, with procurement authority exceeding five hundred dollars (\$500.00) per purchase – shall file annually.
- B. The financial disclosure statement shall be on a form setting forth the above (copy of the form is attached to this chapter as an appendix). The financial disclosure statement shall be filed annually by those subject to the reporting provisions of this chapter no later than February 28.
- C. (Not Used)
- D. Newly-appointed officers, board and Commission members, shall file the required financial disclosure form within 30 days of such appointment, and thereafter annually by February 28.
- E. The financial disclosure statement shall contain the following information:
1. Name of filer.
  2. Current business address, business telephone number and home address of the filer;
  3. Title of the filer's public office (if a candidate, list the office being sought);
  4. Occupations of filer and spouse.
  5. Positions held by the filer, spouse, or minor children in any business organization or Nonprofit entity from which the filer, spouse, or minor children received compensation in excess of \$10,000 during the preceding calendar year, and the name, address, and telephone number of the business organization or nonprofit entity;
  6. Name, address, and telephone number of each source of income of the filer, spouse, or minor children which exceeds \$10,000 during the preceding year;
  7. Name, address, and telephone number of each business organization in which the filer, spouse, or minor children had an interest of \$10,000 at fair market value or five percent (5%) ownership interest or more during the preceding year.
  8. The location and type (commercial, residential, agricultural) of all real property, other than the filer's primary residence, in which the filer, spouse, or minor children had an interest of \$10,000 or more during the past year.
- F. Each statement shall be signed and dated by the individual filing the statement of financial interest. Signing a financial disclosure statement knowing it is false shall be a Class A misdemeanor.
- G. All financial disclosure statements shall be open records and access to them shall be governed by the Kentucky Open Records Law.
- H. The Ethics Commission shall be the official custodian of Spencer County Financial Disclosure statements. Financial disclosure statements shall be filed with the Spencer County Ethics Commission, on or before the filing deadline of Section 11A, by submission at the office of the Spencer County Attorney, 7 West Main St, Taylorsville KY 40071. The Spencer County Attorney shall collate the records and provide them to the Spencer County Ethics Commission for review and filing.

**SECTION 12 – NEPOTISM:**

After the effective date of this administrative code of Ethics, a family member as defined in Section 2 (G) of this

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chapter on Ethics of a county officer shall not be initially employed to a full time position in any governmental agency or special district in which the county officers serves. This provision is subject to appeal to the Ethics Commission. This provision shall not apply to a county officer's family member who, after the effective date of this administration code of Ethics, on the date of the county officer's election or appointment, has been employed for at least twelve (12) months in the same county agency in which the county officer serves. This provision shall not apply to part-time, seasonal, or emergency employees who work less than 120 days per year.

**SECTION 13 – ESTABLISHMENT OF THE ETHICS COMMISSION:**

- A. There is hereby established the Spencer County Ethics Commission.
- B. The Spencer County Ethics Commission shall consist of three (3) members.
- C. The members of the Spencer County Ethics Commission shall be citizens who hold no public office or position.
- D. Members of the Spencer County Ethics Commission shall be at least 21 years of age and shall not have been convicted of a misdemeanor within the previous two (2) years, nor convicted of a felony at any time.
- E. Members of the Spencer County Ethics Commission shall be residents of Spencer County, Kentucky.
- F. Members of the Spencer County Ethics Commission shall be nominated by the Spencer County Judge/Executive and confirmed by the Fiscal Court of Spencer County. Nominees may be suggested to the County Judge/Executive by any resident of Spencer County.
- G. Those members of the Spencer County Ethics Commission serving at the time of the adoption of this administrative code of Ethics shall continue to serve until the expiration of their current term of appointment.
- H. Vacancies on the Spencer County Ethics Commission shall be filed within sixty (60) days by the County Judge/Executive with the approval of the Fiscal Court, if a vacancy is not filled by the County Judge/Executive and approved by the Fiscal Court, the remaining members of the Spencer County Ethics Commission shall fill the vacancy subject to the approval of fiscal court. All vacancies shall be filled for the remainder of the unexpired term.
- I. The terms of members of the Spencer County Ethics Commission shall be for a period of four years. A Commission member may serve no more than two (2) consecutive terms.
- J. Members of the Spencer County Ethics Commission shall be compensated the same amount as other board members and shall be reimbursed by the county for necessary expenses incurred in the performance of their duties under this chapter.
- K. The Spencer County Ethics Commission shall meet on first Tuesday of March of each calendar year to elect a chairperson for the next 12 months. The new chairperson shall assume his/her duties immediately.
- L. The Spencer County Ethics Commission shall meet on first Tuesday of March of each calendar year to review the annual financial disclosure statements that are filed by county officials and employees.
- M. The Spencer County Ethics Commission shall meet within 45 days of the final filing date for elected officials for the purpose of reviewing the required financial disclosure statements of candidates.
- N. Other meetings may be held as necessary to carry out the provisions of this chapter by the Chairperson of the Spencer County Ethics Commission. If the Chairperson is unable to call a meeting or refuses to call a meeting, the two remaining members may call a meeting by notifying the County Judge/Executive and Spencer County Fiscal Court in writing of the time and place a meeting will be held.
- O. The Spencer County Fiscal Court shall provide the Spencer County Ethics Commission with necessary facilities for the conduct of its business and the preservation of its records, and shall supply equipment and supplies as may be necessary.
- P. All necessary expenses incurred by the Spencer County Ethics Commission and its members shall be paid, upon

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certification of the chairperson, by the Spencer County Fiscal Court within the limits of funds appropriated by the Spencer County Fiscal Court by annual or emergency appropriations for these purposes. Spencer County Fiscal Court retains the right to withhold payment for good cause shown.

- Q. The Spencer County Ethics Commission shall hold periodic public hearings to review this Ethics Ordinance, all Commission rules, regulations, and procedures. The purpose of these periodic reviews is to determine whether these documents set forth clear, enforceable, common-sense standards of conduct and whether they promote integrity, public confidence, and participation in County Government. Based on the review and any concurrent public input, the Spencer County Ethics Commission may recommend amendments to this Ordinance to the Spencer County Fiscal Court. The first public review shall be held in June 2016 and the periodic reviews shall be held every 4<sup>th</sup> year thereafter.

**SECTION 14 - POWERS AND DUTIES OF THE ETHICS COMMISSION:**

The Spencer County Ethics Commission shall have the following powers and duties:

- A. To receive, hear, and review complaints and hold hearings with regard to possible violations of the county Ethics provisions or financial disclosure requirements by local government officers or employees serving the county;
- B. Administer oaths, compel the attendance of witnesses and the production of papers, books, documents, and testimony; and to have the deposition of witnesses taken in the manner prescribed by the Kentucky Rules of Civil Procedure for taking depositions in civil actions;
- C. (Not Used)
- D. To forward to the Spencer County Attorney, Attorney General of Kentucky, Commonwealth Attorney or other government bodies any information concerning violations of the county provisions of Ethics and financial disclosure by local government officers or employees serving the county which may become the subject of criminal prosecution or which may warrant the institution of other legal proceedings by such officials;
- E. Prescribe forms for reports, statements, notices, and other documents required by this chapter. The Fiscal Court shall pay the costs of producing the forms prescribed by the Spencer County Ethics Commission. Prescribed forms shall be maintained by the office of the County Judge/Executive and available to the public or those covered by the provisions of this chapter upon request.
- F. Determine whether the required financial disclosure statements and reports have been filed, and, if filed, whether they conform to the requirements of this chapter.
1. If a financial disclosure was not filed or did not conform to this Ordinance, the Ethics Commission shall give the filer a detailed written notice of deficiencies and provide the filer fifteen (15) days to correct it.
  2. After written notice, if the filer still fails to correct listed deficiencies, then Commission shall request that Fiscal Court assign a fine of \$25 and shall publish the filer's name, specific non-conformance and recommended fine in the local press.
- G. Retain private counsel with pre-approval by the fiscal court at the expense of the county.
- H. To enforce the provisions of this chapter on with regard to local government officers and employees serving the county and to impose penalties for the violation thereof as are authorized by this chapter.

**SECTION 15- ADVISORY OPINIONS FROM ETHICS COMMISSION:**

- A. A local government officer or employee serving the county may request and obtain an advisory opinion from the Spencer County Ethics Commission as to whether a given set of facts and circumstances associated with a proposed activity would constitute a violation of any provision set forth in this Ethics Ordinance. Such opinions shall be public but shall not disclose the identity of persons associated with the opinion.
- B. Confidential opinions may be issued, at the requested of the Spencer County Officer or employee submitting the question only if the subject is exempt from disclosure pursuant to KRS 61.878

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**SECTION 16 – SUBMISSION PROCEDURE FOR ETHICS COMPLAINTS:**

- A. Any person over the age of 18 may file a complaint alleging a violation of this chapter on Ethics and financial disclosure subject to the following requirements:
1. The alleged violation must have been committed by a Spencer County employee and must have occurred, in whole or in part, within twelve (12) months preceding the filing of the complaint;
  2. The complaint must be submitted on the form prescribed by the Commission, (appendix B to this code of ethics) and delivered to the Spencer County Attorney (7 West Main St Taylorsville KY 40071) for delivery to the Ethics Commission. The complaint shall be sworn to be true and accurate, under oath, and signed by the complaining party before a Notary Public. The Ethics Commission shall not consider any complaints which have not been so sworn. The complaint form shall contain a statement advising of the elements and penalties under Kentucky law for perjury and for false swearing.
  3. The complaint must contain complete contact information (name, address, e-mail address, phone number, and fax number (if applicable)), in addition to the complaining party and notary public signatures.
  4. Attachments to the complaint shall contain all the facts, details, circumstances, documents, recordings, pictures and any other information, known to the complaining party, which form the basis for the alleged ethical violation by the Spencer County Official, including all acts or omissions alleged.
  5. Attachments to the complaint shall also include complete contact information (name, address, e-mail address, and phone number) of all individuals whom the complaining party believes will provide information to support the allegation of a violation along with a summary of what information the complaining party believes each named individual has to support the alleged violation.
- B. If the Ethics Commission Chairman (in consultation with the County Attorney) determines that a complaint is non-compliant with subsection 16(A) above, said complaint shall be returned to the complaining party for specified corrections or completions within ten days. Non-complaint complaints shall NOT be filed with the Ethics Commission records.
- C. If complaint has been submitted and returned for non-compliance three times, complaining party may request in writing that the Commission act on this final version of the complaint and any attachments and may direct the Ethics Commission to file the non-compliant complaint with Commission records.
- D. The Spencer County Ethics Commission may initiate a complaint upon its own motion.

**SECTION 17 – ETHICS COMPLAINT INITIAL INQUIRY:**

The purpose of an Initial Inquiry is held to enable the Ethics Commission to conclude whether there was a potential violation or whether the complaint was incomplete, outside of its jurisdiction, or frivolous.

- A. The Ethics Commission shall hold a special meeting and begin an Initial Inquiry into the alleged violation within fifteen (15) days of receipt of a complaint which meets the requirements of Section 16 above. Additional special meetings shall be scheduled as needed to complete the Initial Inquiry.
- B. At the start of the Initial Inquiry, the subject of the Complaint will be notified of the Complaint, provided a copy of the Complaint and all of the evidence submitted to the Ethics Commission, and be given a period of the ten (10) days to respond to the complaint, if desired.
- C. During the Initial Inquiry, the Ethics Commission may amend the complaint (and 30 day timeline) by:
1. Adding a new allegation that is apparent from the complaint or amendments to the complaint;
  2. Permitting inclusion of additional documents, witnesses, or materials that support the allegation;
  3. Allowing for an amendment or supplemental filing by the complaining party;
  4. Granting additional time for response by the subject of the complaint;
  5. Dismissing any complaint with prejudice;
  6. Dismissing individual allegations within the complaint which are not a violation of this ordinance;
  7. Deleting allegations against persons or entities not covered by this ordinance;
  8. Prohibiting the introduction of undisclosed information;
  9. Making any other such order as may be just under the circumstances.
- D. Within ten (10) days of an Ethics Commission finding that potential violation has occurred, the Ethics Commission

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chairman shall

1. Inform the complainant and the employee who is the subject of the complaint, in writing (return receipt requested), that the Ethics Commission has made a finding that a potential violation may have occurred and set the schedule for the Preliminary Investigation.
  2. Provide the employee who is the subject of the complaint with updated copies of all of the evidence submitted to the Ethics Commission with the complaint.
- E. Within ten (10) days of an Ethics Commission finding that the complaint was incomplete, outside of its jurisdiction, or frivolous, the Ethics Commission chairman shall:
1. Inform the complainant and the employee who is the subject of the complaint, in writing (return receipt requested), that the Ethics Commission has made a finding that the complaint has been dismissed as either incomplete, outside of its jurisdiction, or frivolous, thereby terminating action on the complaint.
  2. Additionally the Ethics Commission chairman shall provide the employee who is the subject of the complaint with copies of all of the evidence submitted to the Ethics Commission with the complaint.

**SECTION 18 - ETHICS COMPLAINT PRELIMINARY INVESTIGATION:**

The purpose of the Preliminary Investigation is to provide the person accused of a violation with the opportunity to respond to the allegation. Then, in light of the complaint and the response of the accused, for the Ethics Commission to determine if there are sufficient facts to demonstrate probable cause that an Ethics violation has occurred.

- A. When the Ethics Commission makes an Initial Inquiry finding that a potential violation may have occurred a Preliminary Investigation is required. During this Preliminary Investigation, the Ethics Commission shall afford any person accused of a violation with a thirty (30) day period to prepare a written response. A fifteen (15) day extension may be offered at the discretion of the Ethics Commission, for good cause shown. When received a copy of this written response will be forwarded to the complainant. The accused person may request an opportunity to appear before the Commission for informal oral arguments. The Commission shall permit such appearance only after giving written notice to the complainant of his/her right to be present.
- B. If the Ethics Commission makes a Preliminary Investigation determination that the complaint does NOT allege facts sufficient to constitute a violation of this Ordinance, then the Commission shall immediately terminate the inquiry and shall issue a written Preliminary Investigation determination to that effect. Copies of said determination shall be forwarded to both the complainant and the accused violator and shall be filed with the Spencer County Ethics Commission records.
- C. If the Ethics Commission makes a Preliminary Investigation determination that probable cause exists to believe that a violation of this Ordinance has occurred, but by majority vote, finds that the violation is considered minor due to mitigating circumstances such as lack of significant economic advantage or gain by the alleged violator, lack of significant economic loss to the county, or lack of significant impact on public confidence in government, the Spencer County Ethics Commission may, initiate any of the following actions relative to the alleged violator:
1. Issue an order requiring the violator to file any report, statement, or other information as required by this chapter on Ethics and financial disclosure.
  2. For any unintentional violation which has been voluntarily corrected by the officer prior to any action by the Ethics Commission, the Ethics Commission shall issue a notice of mootness;
  3. For any unintentional violation which was the result of a good faith misinterpretation of the Ordinance requirements, the Ethics Commission shall issue a cease and desist order within a letter of technical violation;
  4. For any intentional violation which was acknowledged and rectified by the officer prior to any action by the Ethics Commission, the Ethics Commission shall issue a cease and desist order in a private letter of reprimand;
  5. For each intentional violation, the Ethics Commission shall issue a formal written recommendation to the appropriate authority of regarding removal, training, or remediation.
- D. Copies of said determination and the action taken shall be forwarded to both the complainant and the accused violator and shall be filed with the Spencer County Ethics Commission records.
- E. If the Ethics Commission makes a Preliminary Investigation determination that probable cause exists to believe that a violation of this Ordinance has occurred, but by majority vote, finds that the violation is NOT considered minor, the Ethics Commission may choose initiate an Adjudicatory Proceeding under section 19 of this chapter.

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- F. If the Ethics Commission makes a Preliminary Investigation determination that probable cause exists to believe that a violation of this Ordinance has occurred, but does not vote to initiate an adjudicatory hearing, any Party to the Ethics complaint may, within thirty (30) days of the Ethics Commission's ruling, request in writing, to the Ethics Commission, that an adjudicatory hearing be called. The Ethics Commission shall grant this request. Such adjudicatory proceeding shall commence no less than thirty (30) days from receiving the request.

**SECTION 19 - ETHICS COMPLAINT ADJUDICATORY PROCEEDINGS:**

The purpose of the Adjudicatory Proceeding is for the Ethics Commission to conduct a finding of fact and make a final determination as to whether there has been a violation of the Spencer County Code of Ethics and if a violation has occurred to issue a cease and desist order and appropriate penalties.

- A. (Not Used)
- B. All testimony in a Spencer County Ethics Commission adjudicatory hearing shall be under oath and shall be recorded by a judicial court reporter.
- C. All parties shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine witnesses, to submit evidence, to be represented by legal counsel and any other due process rights, privileges, and responsibilities of a witness appearing before the courts of the Commonwealth of Kentucky.
- D. Any person whose name is mentioned during a Spencer County Ethics Commission Adjudicatory Hearing and who may be adversely affected thereby may appear personally before the Commission on the person's behalf, with or without an attorney, to give a statement of opposition to such adverse mention or file a written statement of the opposition for incorporation into the record of the proceeding.
- E. All Spencer County Ethics Commission Adjudicatory Hearings shall be carried out pursuant to the provisions of this section and shall be open to the public unless the members vote to go into executive session in accordance with the provisions of KRS 61.810.
- F. Within five (5) days after the end of an adjudicatory proceeding held pursuant to the provisions of this section, the Spencer County Ethics Commission shall meet in executive session for the purpose of reviewing the evidence before it. Within ten (10) days after the completion of deliberations, the Spencer County Ethics Commission shall publish a written report of its findings of facts and conclusions of law. This report shall be filed with the County Attorney, or Attorney General of Kentucky if filed in regard to the County Attorney.
- G. Upon finding pursuant to an adjudicatory hearing that there has been clear and convincing proof of a violation of this chapter of the Spencer County Administrative Code, the Spencer County Ethics Commission shall issue an order requiring the violator to cease and desist the violation and impose one or more of the following penalties:
1. Issue an order requiring the violator to file any report, statement, or other information as required by this chapter on Ethics and financial disclosure.
  2. For any unintentional violation which has been voluntarily corrected by the officer prior to any action by the Ethics Commission, the Ethics Commission shall issue a notice of mootness;
  3. For any unintentional violation which was the result of a good faith misinterpretation of the Ordinance requirements, the Ethics Commission shall issue a letter of technical violation;
  4. For any intentional violation which was acknowledged and rectified by the officer prior to any action by the Ethics Commission, the Ethics Commission shall issue a private letter of reprimand;
  5. For any intentional violation which was NOT rectified by the officer prior to Ethics Commission action, the Ethics Commission shall issue a formal letter of censure. At the end of any appeal processes, the facts relative to this letter of censure or the letter itself shall be published in local press.
  6. For each intentional violation, the Ethics Commission shall:
    - (a) Issue a formal written recommendation to appropriate authority for removal, training, or remediation.
    - (b) Take a recorded vote as to whether to recommend that Fiscal Court impose a specified fine of not less than \$25 and not more than \$500 per intentional violation. Such penalty shall be paid to the Spencer County Treasurer.
    - (c) Refer the matter to the Spencer County Attorney, Commonwealth Attorney, Attorney General of Kentucky, or other investigative agencies of appropriate jurisdiction for further proceedings and possible criminal

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penalties.

(d) In addition to any of the penalties above, a violation by:

(1) A member of Fiscal Court shall be grounds for other actions by the Court under its rules;

(2) An elected official, shall be grounds for removal under KRS 67C.143;

(3) A non-elected official, shall be grounds for other sanctions or actions by his or her supervisor.

7. At the end of any appeal processes, any findings against and/or penalties imposed must be recorded with the Spencer County Clerk's office.

H. Findings of fact or final determination by the Spencer County Ethics Commission that a violation of this chapter of the Spencer County Administrative Code has been committed, or any testimony related to the Commission's findings of fact or final determinations, shall not be admissible in criminal proceedings in the courts of the Commonwealth of Kentucky. Evidence collected by the Spencer County Ethics Commission may be used in a criminal proceeding if otherwise relevant.

I. The Spencer County employee shall have the right to legal counsel at their own expense.

J. The notice of this Adjudicatory Proceeding shall be finalized no less than ten (10) days prior to proceedings. This notice shall include a description of the matters to be heard at such proceedings together with copies of any motions or other documents to be considered in connection with the noticed proceedings whether in written or electronic form. Only the party filing the complaint and those individuals listed on the complaint, or a supplemental list approved by the Ethics Commission shall be permitted to testify in support of the violation or innocence of the officer. All individuals who offer facts pertaining to the complaint shall testify under oath.

K. Any information whether in documentary or electronic format which is not furnished to the Ethics Commission or to the accused party per the subsection above shall not be used for any purpose in any proceeding before the Ethics Commission.

**SECTION 20 - ETHICS COMPLAINT APPEALS:**

Any person found by the Spencer County Ethics Commission to have committed a violation of this chapter of the Spencer County Administrative Code may appeal the action to the Spencer Circuit Court. The appeal shall be initiated within thirty (30) days after the final action of the Spencer County Ethics Commission by filing a petition with the Spencer Circuit Court against the Spencer County Ethics Commission. The Spencer County Ethics Commission shall transmit to the clerk of the Spencer Circuit Court all evidence considered by the Spencer County Ethics Commission at the public hearing. The Spencer Circuit Court shall hear the appeal upon the record as certified by the Spencer County Ethics Commission.

**SECTION 21 - GENERAL PROVISIONS:**

A. All Spencer County Ethics proceedings and records with the exception of the adjudicatory hearing shall be confidential until a final determination is made by the Commission. Notwithstanding the foregoing, the Spencer County Ethics Commission may turn over to the Spencer County Attorney, the Commonwealth Attorney, or other appropriate investigative agency, evidence which may be used in criminal proceedings.

B. The complaining party and / or alleged violator shall not publicly disclose the existence of a complaint under preliminary investigation. Violation of this subsection may result in a recommendation to the Fiscal Court for disciplinary action up to and including suspension without pay, a fine, or both. This action would not preclude either party from obtaining counsel.

C. The Spencer County Ethics Commission members shall not publicly disclose the existence of a complaint or a preliminary investigation nor make public any documents which were issued to any party in an action until a final determination is made.

D. No person shall file a complaint against a Spencer County Officer or employee with the Ethics Commission which complaint is false, or made in bad faith, or with actual malice, or without probable cause. Any person who knowingly files with the Spencer County Ethics Commission a false complaint of misconduct on the part of any county officer or employee shall be charged with a violation of this ordinance and be subject to:

1. A recommendation, from the Ethics Commission, for the Fiscal Court to impose fines, up to \$500 and;

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2. The false complaint may be forwarded to the Commonwealth's Attorney, together with all electronic and documentary materials related to the complaint, for action as the wrongly accused official may deem appropriate.

E. An accused person shall have the right to be represented by an attorney at their own expense at every stage.

**SECTION 22 - SEVERABILITY:**

The provisions of each section of this Ordinance are severable, and if any provision, section, paragraph, sentence or part thereof, or the application thereof to any person, license, class or group, be held unconstitutional or invalid for any reason, such holding shall not affect or impair the remainder of this Ordinance, it being the legislative intent of the Fiscal Court to ordain and enact each provision, section, paragraph, sentence and part thereof, separately and independently of every other.

**SECTION 23 -- ETHICS COMMISSION RECORDS:**

The Ethics Commission chairman shall be the official records custodian for the Commission. Ethics Commission records shall be housed in segregated, fire proof, locked storage in the County Attorney's office. Only Ethics Commission members shall have access to these records. The County Attorney shall provide administrative support as requested by the Ethics Commission and may request that these services be reimbursed by the Fiscal Court.

Since the Ethics Commission has no permanent office, Open Records requests shall be addressed to:

Spencer County Ethics Commission  
c/o Spencer County Attorney  
7 West Main Street,  
Taylorsville, KY 40071.

**SECTION 24 - EFFECTIVE DATE:**

This Ordinance shall become effective on \_\_\_\_\_, 2016, after its passage and publication as required by law. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed:

Given first reading and approval on \_\_\_\_\_.

Given second reading and approval on \_\_\_\_\_.

\_\_\_\_\_  
John Riley, Spencer County Judge Executive

Attest: \_\_\_\_\_



CODE OF ETHICS FOR THE COUNTY OF SPENCER

Appendix A to the Code of Ethics for Spencer County

Financial Disclosure Statement  
(Revised June 2016)

In accordance with Section 11 of the Amended Ordinance 16 Fiscal Year 2016 Series, all Elected officials, Candidates for elected office, Officers and other employees with procurement authority exceeding five hundred (\$500.00) per purchase and/or members of boards and Commissions, subject to this chapter of the Spencer County Administrative Code, with procurement authority exceeding five hundred dollars (\$500.00) per purchase shall file this Financial Disclosure the Ethics Commission.

Filer Name			Public Office(s) Currently Held (or being sought)		
Filer's Occupation			Filer's Spouse's Occupation		
Filer business address		Filer Business Phone #		Filer home address	

1. Complete table below for each source of **compensation**, where the filer, spouse, or minor children received in excess of \$10,000 during the preceding calendar year.

Source of Compensation		Source Address		Phone #	
Source of Compensation		Source Address		Phone #	

2. Complete table below for each source of **income**, where the filer, spouse, or minor children received in excess of \$10,000 during the preceding calendar year.

Source of Income		Source Address		Phone #	
Source of Income		Source Address		Phone #	

3. Complete table below for each business organization in which the filer, spouse, or minor children had a fair market **ownership interest** greater than or equal to \$10,000 or five percent (5%) during the preceding year.

Business Name		Business Address		Phone #	
Business Name		Business Address		Phone #	

4. List all **real property** in Spencer County, other than the filer's primary residence, in which the filer, spouse, or minor children had an interest greater than or equal to \$10,000 during the preceding year.

Property Address		Circle the Property Type	commercial, residential, agricultural
Property Address		Circle the Property Type	commercial, residential, agricultural

\_\_\_\_\_  
Signature of Filer

\_\_\_\_\_  
Date

Note:

1. Signing a Financial Disclosure statement which is known to be false shall be a Class A Misdemeanor.
2. All financial disclosure statements are open records.
3. Access to these records shall governed by the Kentucky Open Records Law.

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

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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
<b>Vendor: A&amp;MOIL</b>		A & M Oil Company Inc.					
8/15parks	08/15/16	0154014550 parks oil	08/15/16	7.63	.00	.00	7.63
<b>Vendor Total: A&amp;MOIL</b>				7.63	.00	.00	7.63
<b>Vendor: AIRGAS</b>		Airgas Inc.					
9053762947	08/15/16	0151405500 ems oxygen	08/15/16	49.58	.00	.00	49.58
9053998286	08/15/16	0151405500 ems oxygen	08/15/16	78.84	.00	.00	78.84
9937996106	08/15/16	0151405500 ems oxygen	08/15/16	268.97	.00	.00	268.97
<b>Vendor Total: AIRGAS</b>				397.39	.00	.00	397.39
<b>Vendor: AT&amp;T</b>		A T & T					
8/9occtax	08/09/16	0150475780 occtax uverse	08/09/16	85.60	.00	.00	85.60
8/15annex	08/15/16	0150865780 annex uverse	08/15/16	76.00	.00	.00	76.00
8/15atty	08/15/16	0150055780 co atty uverse	08/15/16	69.60	.00	.00	69.60
8/15maint	08/15/16	0150855780 maint uverse	08/15/16	125.00	.00	.00	125.00
<b>Vendor Total: AT&amp;T</b>				356.20	.00	.00	356.20
<b>Vendor: AUTOZONE</b>		Auto Zone					
4547497576	08/15/16	0152175860 recyc backup camera	08/15/16	115.99	.00	.00	115.99
4547497751	08/15/16	0150155920 sher veh shocks	08/15/16	59.20	.00	.00	59.20
4547498383	08/15/16	0150155920 sher veh starter	08/15/16	99.99	.00	.00	99.99
4547498455	08/15/16	0150807210 mainten cleaners	08/15/16	18.06	.00	.00	18.06
4547499042	08/15/16	0152175860 recyc oil dry	08/15/16	7.76	.00	.00	7.76
4547499153	08/15/16	0152175860 recyc veh parts	08/15/16	26.71	.00	.00	26.71
4547501782	08/15/16	0150807210 mainten parts	08/15/16	10.72	.00	.00	10.72
4547503435	08/15/16	0152175860 recyc backup camera	08/15/16	135.30	.00	.00	135.30
4547504230	08/15/16	0150807210 mainten supplies	08/15/16	17.13	.00	.00	17.13
4547507899	08/15/16	0151404430 ems veh parts	08/15/16	25.23	.00	.00	25.23
4547508056	08/15/16	0151404430 ems backup camera	08/15/16	105.99	.00	.00	105.99
4547508060	08/15/16	0151404430 ems backup cameras	08/15/16	231.98	.00	.00	231.98
4547508314	08/15/16	0151404430 ems veh wires	08/15/16	19.76	.00	.00	19.76
4547508822	08/15/16	0150704450 zoning cleaner	08/15/16	7.76	.00	.00	7.76
4547513896	08/15/16	0150807210 gear plug	08/15/16	7.87	.00	.00	7.87
4547514304	08/15/16	0150204450 coroner brakeline	08/15/16	12.40	.00	.00	12.40
4547515472	08/15/16	0150807210 hook strips	08/15/16	6.46	.00	.00	6.46
4547515586	08/15/16	0151404430 ems veh gear oil	08/15/16	14.32	.00	.00	14.32
4547520204	08/15/16	0150807210 maint veh belt	08/15/16	25.43	.00	.00	25.43
<b>Vendor Total: AUTOZONE</b>				948.06	.00	.00	948.06
<b>Vendor: BENGAS</b>		Bennett's Gas Company					
8/15	08/15/16	0152175780 recycle utilit	08/15/16	35.00	.00	.00	35.00
8/15ems	08/15/16	0151405780 ems bay utiliti	08/15/16	17.50	.00	.00	17.50
8/15maint	08/15/16	0150855780 mainten utilit	08/15/16	17.50	.00	.00	17.50
<b>Vendor Total: BENGAS</b>				70.00	.00	.00	70.00
<b>Vendor: BLGRASSREC</b>		Bluegrass Recycling Svc Inc					
July2016	08/15/16	0152054030 farm carcass dispo	08/15/16	2,015.79	.00	.00	2,015.79
<b>Vendor Total: BLGRASSREC</b>				2,015.79	.00	.00	2,015.79
<b>Vendor: BLUEINTEGR</b>		Bluegrass integrated Communic					
158841-SP-07	08/15/16	0150657370 voter notices	08/15/16	39.55	.00	.00	39.55

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<b>Vendor Total: BLUEINTEGR</b>				39.55	.00	.00	39.56
<b>Vendor: BOBHOOK</b>		Bob Hook Chevrolet Inc					
926816	08/15/16	0151404430 ams oilfilters	08/15/16	159.72	.00	.00	159.72
<b>Vendor Total: BOBHOOK</b>				159.72	.00	.00	159.72
<b>Vendor: BUMPER</b>		Bumper to Bumper					
7-33758-2	08/15/16	0151404430 med3 batteries	08/15/16	218.00	.00	.00	218.00
7-33783	08/15/16	0150155920 sher veh paint.seal	08/15/16	132.87	.00	.00	132.87
7-33794-2	08/15/16	0150807210 maint veh balljoint	08/15/16	85.96	.00	.00	85.96
7-33985-2	08/15/16	0150155920 sher veh paint	08/15/16	99.38	.00	.00	99.38
7-34676-2	08/15/16	0150807210 maint parts	08/15/16	50.26	.00	.00	50.26
7-36086	08/15/16	0150155920 sher veh pads/rotor	08/15/16	141.85	.00	.00	141.85
7-36180	08/15/16	0151404430 med4 brakepads	08/15/16	51.21	.00	.00	51.21
7-36182	08/15/16	0150155920 sher veh brakepads	08/15/16	41.95	.00	.00	41.95
<b>Vendor Total: BUMPER</b>				821.28	.00	.00	821.28
<b>Vendor: CCI</b>		Carrier Concepts					
39875	08/15/16	0191003820 emp1 drug testings	08/15/16	145.00	.00	.00	145.00
<b>Vendor Total: CCI</b>				145.00	.00	.00	145.00
<b>Vendor: CINDYS</b>		Cindy's					
8/15anim	08/15/16	0152053150 animal sheltering	08/15/16	480.00	.00	.00	480.00
<b>Vendor Total: CINDYS</b>				480.00	.00	.00	480.00
<b>Vendor: COUNTRY MT</b>		Taylorsville Country Mart					
8/15anim	08/15/16	0152054020 k9 custodial	08/15/16	9.99	.00	.00	9.99
8/15maint	08/15/16	0150807210 recy/pka/main water	08/15/16	55.71	.00	.00	55.71
8/15pakrs	08/15/16	0154014550 parks fuels	08/15/16	56.47	.00	.00	56.47
<b>Vendor Total: COUNTRY MT</b>				122.17	.00	.00	122.17
<b>Vendor: CREESOR</b>		Carl Reesor					
8/15reimb	08/15/16	0150154450 reimb supplies	08/15/16	338.39	.00	.00	338.39
<b>Vendor Total: CREESOR</b>				338.39	.00	.00	338.39
<b>Vendor: CSI</b>		Custom Solutions Inc.					
2006	08/15/16	0150803380 computers lease	08/15/16	2,370.00	.00	.00	2,370.00
2006	08/15/16	0150153190 sher proptax softwr	08/15/16	780.00	.00	.00	780.00
<b>Vendor Total: CSI</b>				3,150.00	.00	.00	3,150.00
<b>Vendor: DWILLIAMS</b>		Doug Williams					
8/15reimb	08/15/16	0150704450 p1zo certif mail	08/15/16	3.77	.00	.00	3.77
<b>Vendor Total: DWILLIAMS</b>				3.77	.00	.00	3.77
<b>Vendor: ECITY</b>		Electric City Inc.					
25558	08/15/16	018095685W memorial floodlite	08/15/16	191.89	.00	.00	191.89
<b>Vendor Total: ECITY</b>				191.89	.00	.00	191.89
<b>Vendor: EMSCONSULT</b>		EMS Consultants Ltd.					
11882	08/15/16	0151403200 ams billing contract	08/15/16	2,324.80	.00	.00	2,324.80
<b>Vendor Total: EMSCONSULT</b>				2,324.80	.00	.00	2,324.80
<b>Vendor: FULTON</b>		Fulton Communications					

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42978	08/15/16	0150157250 sher phone repair	08/15/16	357.50	.00	.00	357.50
				<b>Vendor Total: FULTON</b>	357.50	.00	357.50
<b>Vendor: GETSET</b> Get Set Graphics							
July2016	08/15/16	0150803380 website contract	08/15/16	200.00	.00	.00	200.00
				<b>Vendor Total: GETSET</b>	200.00	.00	200.00
<b>Vendor: GLIC</b> Ky Local Issues Conference							
C.Rogers	08/15/16	0191005690 conf registration	08/15/16	175.00	.00	.00	175.00
J.Williams	08/15/16	0191005690 conf registration	08/15/16	175.00	.00	.00	175.00
L.Hesselbrock	08/15/16	0191005690 conf registration	08/15/16	175.00	.00	.00	175.00
				<b>Vendor Total: GLIC</b>	525.00	.00	525.00
<b>Vendor: HOMEPHARM</b> Hometown Pharmacy							
8/15ems	08/15/16	0151405500 ems pharmaceuticals	08/15/16	516.48	.00	.00	516.48
				<b>Vendor Total: HOMEPHARM</b>	516.48	.00	516.48
<b>Vendor: KACOLI</b> KACo Leadership Institute							
J.Riley	08/15/16	0191005690 training registratr	08/15/16	65.00	.00	.00	65.00
L.Hesselbrock	08/15/16	0191005690 training registratr	08/15/16	65.00	.00	.00	65.00
				<b>Vendor Total: KACOLI</b>	130.00	.00	130.00
<b>Vendor: KACOU</b> KACo Unemployment Insurance							
CY17019g	08/15/16	0194002080 2016/17 insur prem	08/15/16	5,198.37	.00	.00	5,198.37
				<b>Vendor Total: KACOU</b>	5,198.37	.00	5,198.37
<b>Vendor: KSP</b> Kentucky State Police							
July-Sep2016	08/15/16	0151453220 dispatch contract	08/15/16	24,612.50	.00	.00	24,612.50
				<b>Vendor Total: KSP</b>	24,612.50	.00	24,612.50
<b>Vendor: LCNI</b> The Spencer Magnet							
8/15co	08/15/16	0150803020 co ads	08/15/16	633.18	.00	.00	633.18
8/15co	08/15/16	0150803020 fox lair fema ads	08/15/16	250.12	.00	.00	250.12
8/15zoning	08/15/16	0150703020 zoning ads	08/15/16	337.13	.00	.00	337.13
				<b>Vendor Total: LCNI</b>	1,220.43	.00	1,220.43
<b>Vendor: LERBE</b> Leigh Erbe Sr.							
J.Ball	08/15/16	0153105070 court-ordered fee	08/15/16	392.00	.00	.00	392.00
				<b>Vendor Total: LERBE</b>	392.00	.00	392.00
<b>Vendor: LOGANS</b> Logan's							
8/15cths	08/15/16	0150805710 cths/annx floormats	08/15/16	409.80	.00	.00	409.80
8/15ems	08/15/16	0151405760 ems floormats	08/15/16	78.00	.00	.00	78.00
8/15pva	08/15/16	0150305780 pva floormats	08/15/16	60.00	.00	.00	60.00
8/15unif	08/15/16	0150805710 msint/pks/rec unif	08/15/16	324.52	.00	.00	324.52
				<b>Vendor Total: LOGANS</b>	872.42	.00	872.42
<b>Vendor: LOU-METRO</b> Louisville Metro EMS							
25820	08/15/16	0151404450 ems cpr cards	08/15/16	51.00	.00	.00	51.00
				<b>Vendor Total: LOU-METRO</b>	51.00	.00	51.00
<b>Vendor: LOWES</b> Lowe's							
811764	08/15/16	0152175860 recyc fan,hose	08/15/16	136.78	.00	.00	136.78

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912346	08/15/16	0150157250 sher dehumidif	08/15/16	263.11	.00	.00	263.11
973673	08/15/16	0150105850 clerk portabls a/c	08/15/16	170.18	.00	.00	170.18
<b>Vendor Total: LOWES</b>				570.07	.00	.00	570.07
<b>Vendor: MAGI</b>		MAGI Services LLC					
2371	08/15/05	0151405500 ems medic supplies	08/15/05	180.00	.00	.00	180.00
<b>Vendor Total: MAGI</b>				180.00	.00	.00	180.00
<b>Vendor: MGOORE</b>		Melvin Gore					
8/15reimb	08/15/16	0152054020 reimb boot allowan	08/15/16	74.99	.00	.00	74.99
<b>Vendor Total: MGOORE</b>				74.99	.00	.00	74.99
<b>Vendor: MTRI</b>		Med-Tech Resources LLC					
62974	08/15/16	0151405500 ems medic supplies	08/15/16	220.55	.00	.00	220.55
<b>Vendor Total: MTRI</b>				220.55	.00	.00	220.55
<b>Vendor: NAPA</b>		NAPA Auto Parts					
8/15ems	08/15/16	0151404430 ems shocks,filters	08/15/16	115.36	.00	.00	115.36
8/15maint	08/15/16	0150807210 maint/shop parts	08/15/16	73.36	.00	.00	73.36
8/15recycle	08/15/16	0152175880 recycle veh alarm	08/15/16	73.98	.00	.00	73.98
8/15sher	08/15/16	0150155920 sher rotors,filters	08/15/16	184.36	.00	.00	184.36
<b>Vendor Total: NAPA</b>				447.06	.00	.00	447.06
<b>Vendor: OFFICEDEPO</b>		Office Depot					
853108240001	08/15/16	0150154450 sher storage boxes	08/15/16	189.97	.00	.00	189.97
<b>Vendor Total: OFFICEDEPO</b>				189.97	.00	.00	189.97
<b>Vendor: PVA</b>		Spencer County PVA Fund					
1st qtr 2016/17	08/15/16	0150303670 statutory contribut	08/15/16	12,200.75	.00	.00	12,200.75
<b>Vendor Total: PVA</b>				12,200.75	.00	.00	12,200.75
<b>Vendor: QUADMED</b>		Quad Med Inc.					
114377	08/15/16	0151405500 ems medic supplies	08/15/16	114.90	.00	.00	114.90
<b>Vendor Total: QUADMED</b>				114.90	.00	.00	114.90
<b>Vendor: QUILL</b>		Quill Corporation					
7925785	08/15/16	0150104450 clerk cartridges	08/15/16	289.98	.00	.00	289.98
7930999	08/15/16	0150474450 occtax filecabinets	08/15/16	566.97	.00	.00	566.97
<b>Vendor Total: QUILL</b>				856.95	.00	.00	856.95
<b>Vendor: RADIOSHACK</b>		Taylorsville RadioShack					
1007008	08/15/16	0150807210 maint wiring repair	08/15/16	42.98	.00	.00	42.98
<b>Vendor Total: RADIOSHACK</b>				42.98	.00	.00	42.98
<b>Vendor: ROPPELS</b>		Roppel Industries Inc.					
11V049844	08/15/16	0154015920 parks veh a/c repai	08/15/16	310.00	.00	.00	310.00
<b>Vendor Total: ROPPELS</b>				310.00	.00	.00	310.00
<b>Vendor: SCBE</b>		Spencer Co Board of Education					
314	08/15/16	0154015480 prks bailleage rent	08/15/16	450.00	.00	.00	450.00
<b>Vendor Total: SCBE</b>				450.00	.00	.00	450.00
<b>Vendor: SCEXTEN</b>		Spencer County Extension					

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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Sept2016	08/15/16	0151406020 ems bldg pymt#32	08/15/16	1,875.00	.00	.00	1,875.00
<b>Vendor Total: SCEXTEN</b>				1,875.00	.00	.00	1,875.00
<b>Vendor: SCTOURISM</b>		Spencer County Tourism Comm.					
8/15tourism	08/15/16	0154205860 tourism receipts	08/15/16	695.64	.00	.00	695.64
<b>Vendor Total: SCTOURISM</b>				695.64	.00	.00	695.64
<b>Vendor: SOFTW MGMT</b>		Software Management LLC					
25469	08/15/16	0150103180 clerk softwr progrm	08/15/16	2,522.00	.00	.00	2,522.00
<b>Vendor Total: SOFTW MGMT</b>				2,522.00	.00	.00	2,522.00
<b>Vendor: STATEINDUS</b>		State Industrial Products					
97897335	08/15/16	0151405860 ems cleaner	08/15/16	171.16	.00	.00	171.16
<b>Vendor Total: STATEINDUS</b>				171.16	.00	.00	171.16
<b>Vendor: TWC</b>		Time Warner Cable					
8/15sher	08/15/16	0150155780 sher internet	08/15/16	340.82	.00	.00	340.82
<b>Vendor Total: TWC</b>				340.82	.00	.00	340.82
<b>Vendor: USTRAILER</b>		U.S. Trailer Center LLC					
15210	08/15/16	0152175860 recy trailer kit	08/15/16	39.00	.00	.00	39.00
<b>Vendor Total: USTRAILER</b>				39.00	.00	.00	39.00
<b>Vendor: WRIGHTEXPR</b>		Wex Bank					
8/15anim	08/15/16	0152055920 k9 fuel	08/15/16	388.26	.00	.00	388.26
8/15ems	08/15/16	0151404550 ems fuel	08/15/16	1,687.65	.00	.00	1,687.65
8/15maint	08/15/16	0150807210 mainten fuel	08/15/16	167.18	.00	.00	167.18
8/15sparks	08/15/16	0154014550 parks fuel	08/15/16	619.16	.00	.00	619.16
8/15recycle	08/15/16	0152175860 recycle fuel	08/15/16	309.44	.00	.00	309.44
8/15sher	08/15/16	0150154550 sherfff fuel	08/15/16	2,701.46	.00	.00	2,701.46
<b>Vendor Total: WRIGHTEXPR</b>				5,873.15	.00	.00	5,873.15

\* These invoices are on hold.

<b>Report Total: Invoices</b>	72,822.33
<b>Open Credits</b>	.00
<b>Less Discounts Available</b>	.00
<b>Net Balance Due</b>	72,822.33

\*\*\* Report Options \*\*\*

Vendors: ALL  
Invoice Dates: ALL  
Status: All  
Accounts: 0149090000 to 01GROSS  
As Of: Current Date (08/11/2016)

08/11/16  
04:17PMSpencer County Fiscal Court  
Open Invoice Report  
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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
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Account Number	Description	Account Total
0150055780	0150055780 co atty uverse	69.60
0150103180	0150103180 clerk softwr progrm	2,522.00
0150104450	0150104450 clerk cartridges	289.98
0150105850	0150105850 clerk portable a/c	170.18
0150153190	0150153190 sher proptax softwr	780.00
0150154450	0150154450 reimb supplies	528.36
0150154550	0150154550 sheriff fuel	2,701.46
0150155780	0150155780 sher internet	340.82
0150155920	0150155920 sher veh pads/rotor	759.40
0150157250	0150157250 sher phone repair	620.61
0150204450	0150204450 coroner brakeline	12.40
0150303870	0150303870 statutory contribut	12,200.75
0150305780	0150305780 pva floormats	60.00
0150474450	0150474450 occtax filecabinets	566.97
0150475780	0150475780 occtax uverse	85.60
0150657370	0150657370 voter notices	39.55
0150703020	0150703020 zoning ads	337.13
0150704450	0150704450 zoning cleaner	11.53
0150803020	0150803020 co ads	883.30
0150803380	0150803380 computers lease	2,570.00
0150805710	0150805710 maint/pks/rec unif	734.42
0150807210	0150807210 gear plug	561.12
0150855780	0150855780 maint uverse	142.50
0150865780	0150865780 annex uverse	76.00
0151403200	0151403200 ems billing conctct	2,324.80
0151404430	0151404430 med4 brakepads	941.57
0151404450	0151404450 ems cpr cards	51.00
0151404550	0151404550 ems fuel	1,687.65
0151405500	0151405500 ems oxygen	1,429.32
0151405780	0151405780 ems floormats	95.50
0151405860	0151405860 ems cleaner	171.16
0151406020	0151406020 ems bldg pymt#32	1,875.00
0151453220	0151453220 dispatch contract	24,612.50
0152053150	0152053150 animal sheltering	480.00
0152054020	0152054020 reimb boot allowan	84.98
0152054030	0152054030 farm carcass dispos	2,015.79
0152055920	0152055920 k9 fuel	388.26
0152175780	0152175780 recycle utilit	35.00
0152175860	0152175860 recyc backup camera	844.96
0153105070	0153105070 court-ordered fee	392.00
0154014550	0154014550 parks oil	683.26
0154015480	0154015480 prks bailleage rent	450.00
0154015920	0154015920 parks veh a/c repai	310.00
0154205660	0154205660 tourism receipts	695.64
018099585W	018099585W memorial floodlite	191.89
0191003820	0191003820 empl drug testings	145.00
0191005690	0191005690 conf registration	655.00
0194002080	0194002080 2016/17 insur prem	5,198.37

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Spencer County Fiscal Court  
Open Invoice Report  
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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
<b>Report Total</b>				72,822.33			

\*\*\* End of Report \*\*\*

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Spencer County Fiscal Court  
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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
<b>Vendor: A&amp;MOIL</b>		A & M Oil Company Inc.					
8/16road	08/16/16	0261054550 road fuels	08/16/16	429.00	.00	.00	429.00
<b>Vendor Total: A&amp;MOIL</b>				429.00	.00	.00	429.00
<b>Vendor: AHP</b>		Air Hydro Power					
9775696	08/16/16	0261055920 road parts,tape	08/16/16	192.90	.00	.00	192.90
<b>Vendor Total: AHP</b>				192.90	.00	.00	192.90
<b>Vendor: AUTOZONE</b>		Auto Zone					
4547497478	08/16/16	0261054670 gasket	08/16/16	4.38	.00	.00	4.38
4547502726	08/16/16	0261055920 wiperblades	08/16/16	31.98	.00	.00	31.98
4547508603	08/16/16	0261055920 glass sealant	08/16/16	16.08	.00	.00	16.08
4547508725	08/16/16	0261054550 antifreeze	08/16/16	25.85	.00	.00	25.85
4547509354	08/16/16	0261054670 radiator flush	08/16/16	26.00	.00	.00	26.00
4547509494	08/16/16	0261054670 thermostat	08/16/16	7.39	.00	.00	7.39
4547509616	08/16/16	0261054550 antifreeze	08/16/16	77.64	.00	.00	77.64
4547510382	08/16/16	0261055920 repair parts	08/16/16	26.76	.00	.00	26.76
4547511061	08/16/16	0261055920 coupler,springs	08/16/16	9.47	.00	.00	9.47
<b>Vendor Total: AUTOZONE</b>				225.55	.00	.00	225.55
<b>Vendor: BACHMAN</b>		Bachman Auto Group Inc					
1576531	08/16/16	0261055920 truck cluster	08/16/16	315.00	.00	.00	315.00
<b>Vendor Total: BACHMAN</b>				315.00	.00	.00	315.00
<b>Vendor: CCSI</b>		California Contractors Supply					
TT35113	08/16/16	0261054750 ratchet	08/16/16	79.80	.00	.00	79.80
<b>Vendor Total: CCSI</b>				79.80	.00	.00	79.80
<b>Vendor: COUNTRY MT</b>		Taylorsville Country Mart					
8/16road	08/16/16	0261054450 empl waters	08/16/16	121.26	.00	.00	121.26
<b>Vendor Total: COUNTRY MT</b>				121.26	.00	.00	121.26
<b>Vendor: CTW ELECTR</b>		CTW Electrical Co. Inc.					
145232-00	08/16/16	0261055920 screws,washers,nuts	08/16/16	182.25	.00	.00	182.25
145234-00	08/16/16	0261055920 cap screws	08/16/16	133.38	.00	.00	133.38
<b>Vendor Total: CTW ELECTR</b>				315.63	.00	.00	315.63
<b>Vendor: DIAMOND M</b>		Diamond Mowers Inc.					
8/16road	08/16/16	0261054670 mower parts	08/16/16	813.95	.00	.00	813.95
<b>Vendor Total: DIAMOND M</b>				813.95	.00	.00	813.95
<b>Vendor: JEDINGER</b>		J. Edinger & Son. Inc.					
31822	08/16/16	0261054460 truck101 parts	08/16/16	585.00	.00	.00	585.00
<b>Vendor Total: JEDINGER</b>				585.00	.00	.00	585.00
<b>Vendor: KACQUI</b>		KACo Unemployment Insurance					
CY17019f	08/16/16	0294002080 2016/17 insur prem	08/16/16	5,198.37	.00	.00	5,198.37
<b>Vendor Total: KACQUI</b>				5,198.37	.00	.00	5,198.37
<b>Vendor: KWHITEHOUS</b>		Keith Whitehouse					
8/16reimb	08/16/16	0261054470 reimb cdl physical	08/16/16	40.00	.00	.00	40.00
<b>Vendor Total: KWHITEHOUS</b>				40.00	.00	.00	40.00



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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: KYCLUTCH Kentucky Clutch Inc.							
50961	08/16/16	0261055920 truck repair	08/16/16	475.00	.00	.00	475.00
				Vendor Total: KYCLUTCH	475.00	.00	475.00
Vendor: LFLW Limestone Farm Lawn Worksite							
8/16oad	08/16/16	0261054670 mower parts	08/16/16	311.60	.00	.00	311.60
				Vendor Total: LFLW	311.60	.00	311.60
Vendor: LOGANS Logan's							
8/16road	08/16/16	0261055780 road uniforms	08/16/16	443.60	.00	.00	443.60
				Vendor Total: LOGANS	443.60	.00	443.60
Vendor: TRACTORSUP Tractor Supply							
8/16road	08/16/16	0261055920 cylinder	08/16/16	129.89	.00	.00	129.89
				Vendor Total: TRACTORSUP	129.89	.00	129.89
Vendor: TRUCKPRO TruckPro, LLC							
8/16road	08/16/16	026105590 repair parts	08/16/16	388.30	.00	.00	388.30
				Vendor Total: TRUCKPRO	388.30	.00	388.30
Vendor: WRIGHTEXPR Wex Bank							
8/16road	08/16/16	0261054550 road fuel	08/16/16	628.51	.00	.00	628.51
				Vendor Total: WRIGHTEXPR	628.51	.00	628.51
* These invoices are on hold.							
Report Total: Invoices							10,693.36
Open Credits							.00
Less Discounts Available							.00
Net Balance Due							10,693.36

\*\*\* Report Options \*\*\*

Vendors: ALL  
Invoice Dates: ALL  
Status: All  
Accounts: 0250011010 to 02GROSS  
As Of: Current Date (08/11/2016)

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Spencer County Fiscal Court  
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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Account Number Description Account Total							
0261054450		0261054450 empl waters		121.26			
0261054480		0261054480 truck101 parts		585.00			
0261054470		0261054470 reimb cdl physical		40.00			
0261054550		0261054550 antifreeze		1,161.00			
0261054670		0261054670 gasket		1,163.32			
0261054750		0261054750 ratchet		79.80			
0261055780		0261055780 road uniforms		443.60			
0261055920		0261055920 truck repair		1,901.01			
0294002080		0294002080 2016/17 insur prem		5,186.37			
				Report Total	10,693.36		

\*\*\* End of Report \*\*\*

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Spencer County Fiscal Court  
Open Invoice Report  
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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
<b>Vendor: JEWHP</b> Jewish Hospital Shelbyville							
201607190021	08/17/16	MEDICAL-C.PATE	08/17/16	467.52	.00	.00	467.52
201607190030	08/17/16	MEDICAL-STEVEN MALONE	08/17/16	578.32	.00	.00	578.32
201607190040	08/17/16	MEDICAL-B.HOSKINS	08/17/16	391.30	.00	.00	391.30
201607190050	08/17/16	MEDICAL-PAUL ADAMS	08/17/16	313.84	.00	.00	313.84
201697190048	08/17/16	MEDICAL-CARRIE CECIL	08/17/16	623.57	.00	.00	623.57
<b>Vendor Total: JEWHP</b>				2,374.55	.00	.00	2,374.55
<b>Vendor: SCODET</b> Shelby County Detention Center							
030716	08/17/16	7/16 HOUSING	08/17/16	13,656.00	.00	.00	13,656.00
<b>Vendor Total: SCODET</b>				13,656.00	.00	.00	13,656.00
<b>Vendor: WRIGHTEXPR</b> Wax Bank							
8/17jail	08/17/16	0351014550 jailer fuel	08/17/16	151.18	.00	.00	151.18
<b>Vendor Total: WRIGHTEXPR</b>				151.18	.00	.00	151.18

\* These invoices are on hold.

<b>Report Total: Invoices</b>	16,181.73
Open Credits	.00
Less Discounts Available	.00
<b>Net Balance Due</b>	16,181.73

\*\*\* Report Options \*\*\*

Vendors: ALL  
Invoice Dates: ALL  
Status: All  
Accounts: 0350801770 to 03GROSS  
As Of: Current Date (08/11/2016)

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Spencer County Fiscal Court  
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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining															
<table border="1"> <thead> <tr> <th>Account Number</th> <th>Description</th> <th>Account Total</th> </tr> </thead> <tbody> <tr> <td>0351013140</td> <td>7/16 HOUSING</td> <td>13,656.00</td> </tr> <tr> <td>0351014550</td> <td>0351014550 jailer fuel</td> <td>151.18</td> </tr> <tr> <td>0351015490</td> <td>MEDICAL-C.PATE</td> <td>2,374.55</td> </tr> <tr> <td colspan="2"><b>Report Total</b></td> <td>16,181.73</td> </tr> </tbody> </table>								Account Number	Description	Account Total	0351013140	7/16 HOUSING	13,656.00	0351014550	0351014550 jailer fuel	151.18	0351015490	MEDICAL-C.PATE	2,374.55	<b>Report Total</b>		16,181.73
Account Number	Description	Account Total																				
0351013140	7/16 HOUSING	13,656.00																				
0351014550	0351014550 jailer fuel	151.18																				
0351015490	MEDICAL-C.PATE	2,374.55																				
<b>Report Total</b>		16,181.73																				

\*\*\* End of Report \*\*\*

ADDITIONAL INVOICES AND TRANSFERS

GENERAL FUND INVOICES/TRANSFERS

City of Taylorsville	misc bldgs utilities	451.30
Spencer Co Clerk	nuisance filing	13.00
KCCA	clerk association meeting fee	25.00
Lowry Brown	0150701910 zoning meeting 8/4/2016	60.00
Dwight Clayton	0150701910 zoning meeting 8/4/2016	60.00
Gordon Deapen	0150701910 zoning meeting 8/4/2016	60.00
Diana Faue	0150701910 zoning meeting 8/4/2016	60.00
Marsha Mudd	0150701910 zoning meeting 8/4/2016	60.00
Ted Noel	0150701910 zoning meeting 8/4/2016	60.00
Anthony Travis	0150701910 zoning meeting 8/4/2016	60.00
Alfreda Currie	0150701910 zoning meeting 8/4/2016	60.00
BUSINESS REFUND	0150475670 reimburse net profit overpayment	99.06

ROAD FUND INVOICES/TRANSFERS

City Waterworks	0261055780 utilities	72.00
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JAIL FUND INVOICES/TRANSFERS

Cash Balances	General Fund	Road Fund	Jail Fund
6/26/2015	\$655,426.25	\$256,512.58	\$94,224.50
7/29/2015	\$483,467.35	\$184,616.85	\$130,587.19
8/31/2015	\$432,531.91	\$934,004.65	\$111,236.60
9/30/2015	\$285,318.09	\$776,867.70	\$89,888.17
10/30/2015	\$707,125.67	\$712,103.61	\$77,578.15
11/30/2015	\$788,291.19	\$655,810.24	\$52,832.18
12/29/2015	\$903,934.94	\$399,936.31	\$77,069.34
1/31/2016	\$780,620.76	\$500,212.23	\$67,749.39
2/29/2016	\$740,207.62	\$691,020.23	\$71,410.58
3/31/2016	\$570,528.96	\$554,773.25	\$51,420.24
4/29/2016	\$683,484.95	\$517,618.51	\$86,221.46
5/21/2016	\$649,149.35	\$733,843.00	\$66,124.12
6/20/2016	\$622,141.95	\$609,851.40	\$62,267.70
7/27/2016	\$292,1583.34	\$579,421.39	\$32,258.45
8/11/2016	\$426,179.14 (-loan, grants)	\$870,976.30 (-73000CedarSp, FEMA)	\$121,152.68

- On the motion of Esq. Goodlett, seconded by Esq. Bayers, with all members of the Court present voting 'aye', it is hereby ordered to approve all expenditures, purchases, invoices and transfers.

- On the motion of Esq. Goodlett, seconded by Esq. Bayers, with all members of the Court present voting 'aye', it is hereby ordered to adjourn this meeting at 10:30 pm.



Spencer County Judge Executive, John Riley

9-7-16

Date



Attest: Spencer County Clerk, Lynn Hesselbrock

9-7-16

Date