

HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

Records of Minutes of Regular Meeting 03/10 2020

Court convened for a Regular Meeting at the Courthouse, Henderson, KY, on Tuesday, March 10, 2020 at 9:30 a.m., County Judge/Executive Brad Schneider presiding.

**Call To Order**

County Judge/Executive Brad Schneider called the meeting to order.

**Invocation**

The invocation was given by Reverend Dan Book, Fairview General Baptist Church

**Pledge Of Allegiance**

Judge/Executive Brad Schneider led the Pledge of Allegiance.

**Roll Call**

Magistrate Berry	Present
Magistrate McCollom	Present
Magistrate Moran	Present
Magistrate Puttman	Present
Magistrate Southard	Present

**Judge’s Scholars – Mary Claire Forker, Niagara Elementary School**

**Proclamation**  
**Henderson County Judge/Executive**



**Brad Schneider**

**WHEREAS:** *Mary Claire Forker* has been chosen by Niagara Elementary School to be the recipient of the Judge's Scholar Award because she made a choice to accept changes that would benefit her education and well-being; and

**WHEREAS:** Change is not easy, however, *Mary Claire's* ability to embrace change has led to growth that will only further her successes in life; and

**WHEREAS:** Success is measured in many different ways whether it be passing a test, scoring the winning point, achieving a particular goal, or taking the necessary steps for overall improvement; and

**WHEREAS:** The Henderson County School System could not let *Mary Claire's* efforts go unnoticed; and

**WHEREAS:** Henderson County Fiscal Court supports the school system and acknowledges these changes as being significant because students, such as *Mary Claire Forker*, will be our future leaders; and

**NOW THEREFORE:** I, Brad Schneider, County Judge/Executive of Henderson join with the Henderson County Fiscal Court to proclaim March 10, 2020 as:

**MARY CLAIRE FORKER DAY**

in Henderson County, Kentucky in honor of her hard work and dedication in the improvement of her school work and ask the residents of Henderson County to join with me and Henderson County Fiscal Court in wishing this young lady a hearty "Congratulations" for her great accomplishments.

**IN WITNESS WHEREOF:** I have hereunto set my hand and caused the seal of the County of Henderson to be affixed this 10<sup>th</sup> day of March, 2020.

  
 Brad Schneider  
 County Judge/Executive

**ATTEST:**  
  
 Kurt Wiesen  
 Fiscal Court Clerk



**Minutes February 25, 2020 Fiscal Court Meeting**

Magistrate McCollom made a motion to approve the February 25, 2020 fiscal court minutes as submitted. Magistrate Berry seconded the motion. A voice vote was held. All present voted in favor and the motion carried.

**Resolution – 2019-2020 Bussing Non-Public Students**

**HENDERSON FISCAL COURT  
Resolution Number 20-08**

**RESOLUTION STATING THAT THE COUNTY PROVIDED FUNDS  
IN SCHOOL YEAR 2019-2020 FOR THE TRANSPORTATION OF  
NON-PUBLIC SCHOOL STUDENTS**

**WHEREAS**, the Henderson County Fiscal Court paid to the Henderson County Board of Education the sum of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) for the transportation of non-public school students for the school year 2019-2020; and

**WHEREAS**, in that connection, the Henderson County Fiscal Court applies to the Transportation Cabinet of the Commonwealth of Kentucky for reimbursement of said Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) which was budgeted for school year 2019-2020; and

**WHEREAS**, the Henderson County Fiscal Court has received an estimated accounting from the Henderson County Board of Education, for the 2019-2020 school year.

**BE IT THEREFORE RESOLVED BY THE HENDERSON COUNTY FISCAL COURT TO APPLY TO THE TRANSPORTATION CABINET OF THE COMMONWEALTH OF KENTUCKY FOR REIMBURSEMENT OF \$32,500.00 PAID TO THE HENDERSON COUNTY BOARD OF EDUCATION FOR TRANSPORTATION OF NON-PUBLIC SCHOOL STUDENTS.**

On reading of the foregoing Resolution, it was moved by Magistrate Puttman, seconded by Magistrate Moran, that the above Resolution be adopted.

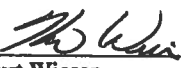
APPROVED by the Henderson Fiscal Court at a regular meeting on March 10, 2020.


WHEREUPON, the vote was called.

Upon roll call the vote stood:

Magistrate Berry	<u>AYE</u>
Magistrate McCollom	<u>AYE</u>
Magistrate Moran	<u>AYE</u>
Magistrate Puttman	<u>AYE</u>
Magistrate Southard	<u>AYE</u>

ATTEST:

  
Kurt Wiesen  
Fiscal Court Clerk

  
Brad Schneider  
County Judge-Executive

**Resolution – Detention Center Surplus Property**

**Henderson Fiscal Court  
Resolution Number 20-09**

**A RESOLUTION DECLARING CERTAIN COUNTY PROPERTY TO BE SURPLUS  
AND PROVIDING FOR THE DISPOSITION THEREOF**

**WHEREAS**, the Henderson County Jailer is in possession of property that is no longer of use to the Henderson County Detention Center, or by any other departments within Henderson County;

**WHEREAS**, the Fiscal Court has reviewed the list of property submitted by the Jailer setting forth the item's description, original purpose, and reason for disposition.

**WHEREAS**, pursuant to KRS 67.0802, the Fiscal Court finds that it is in the best interest of the County to deem the property as surplus and provide for the disposition thereof. As such, the Henderson Fiscal Court wishes to offer said personal property to be sold by public auction or, by selling for scrap or disposing of as garbage; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Fiscal Court, County of Henderson, Kentucky, as follows:

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Pursuant to KRS 67.0802, the personal property of the Henderson County Detention Center listed on Exhibit A, which is attached hereto and incorporated herein, is hereby declared to be surplus. If Exhibit A designates the personal property to be offered for sale at an online auction, it shall be sold using a duly-advertised online auction pursuant to all applicable laws at such time and in such manner as shall be arranged by the County Judge Executive. If Exhibit A designates the personal property to be sold for scrap or disposed of as garbage, the Henderson County Jailer shall make suitable arrangements for the disposition thereof and shall forward the proceeds, if any, to the Henderson County Treasurer to be transferred to the General Fund pursuant to KRS 67.0802(6).

On reading of the foregoing Resolution, it was moved by Magistrate Southard, seconded by Magistrate Berry, that the above Resolution be adopted.

WHEREUPON, the vote was called.


Upon roll call the vote stood:

Magistrate Berry	<u>AYE</u>	Magistrate Moran	<u>AYE</u>
Magistrate Southard	<u>AYE</u>	Magistrate Puttman	<u>AYE</u>
Magistrate McCollom	<u>AYE</u>		

APPROVED by the Henderson Fiscal Court at its regular meeting on March 10, 2020.

ATTEST:

  
Kurt Wiesen  
Fiscal Court Clerk

  
Brad Schneider  
County Judge-Executive

SURPLUS COUNTY PROPERTY MAR 2020

ITEM	SERIAL NUMBER	WHY NO LONGER NEEDED	DISPOSAL METHOD
A OESSO KEY BOARD	k1204000282	REPLACED	Destroy
Hp printer	CACN62HBM182	does not work	Destroy
Hp printer	CNB9H7GJ2F	does not work	Destroy
Acer monitor	ETL51U817471609E494239	does not work	Online Auction
Optquest monitor	QA7071023534	does not work	Online Auction
Dell Monitor	CN 031806 71618 469 AD5R	does not work	Online Auction
Aoc monitor	ACYC49A002838	does not work	Online Auction
Hp monitor	CNC8040DKR	does not work	Online Auction
Lenovo monitor	V1DRT45	does not work	Online Auction
Fargo card printer	A8241245		Destroy
Toshiba television 17 inch	946138C73341C1	does not work	Online Auction
Toshiba television 17 inch	946138C80404C1	does not work	Online Auction
Toshiba television 17 inch	946138C73344C1	does not work	Online Auction
Element television	F1300228180022622	does not work	Online Auction
Element television	H1300228180040350	does not work	Online Auction
Element television	F1300228180006310	does not work	Online Auction
Samsung 32 inch television	Z44W3CNC308821A	does not work	Online Auction
Hp printer	PRUMFPM477FDN VNB8J4MF31	does not work	Destroy
Emerson television 55 inch	DSAA1546189637	needs repair/blue screen	Online Auction
Sanyo television 55 inch	NO SERIAL NUMBER	needs repair/blue screen	Online Auction
Sanyo television 55 inch	ME1A1614109012	needs repair/blue screen	Online Auction
Selki Television 17 inch	3290M9245500768	REPLACED	Online Auction
Insignia television 55 inch	55G160962H0U394	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H00759	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160011H00572	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H00755	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G161389H01126	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H00758	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H00756	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155277H00109	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160611H02061	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G1626C1H03048	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H00751	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160962H00159	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160962H00980	needs repair/blue screen	Online Auction

SURPLUS COUNTY PROPERTY MAR 2020

ITEM	SERIAL NUMBER	WHY NO LONGER NEEDED	DISPOSAL METHOD
Insignia television 55 inch	55G160962H00412	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H00753	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160962H00161	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160611H02062	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160611H02060	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G161389H01753	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160962H00999	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160962H00393	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160611H02034	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G160962H00160	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H00107	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H02059	needs repair/blue screen	Online Auction
Insignia television 55 inch	55G155237H00754	needs repair/blue screen	Online Auction
Metal folding chairs w cushion	48 total	REPLACED	Online Auction
Sansui Television	0653 8041-0253	need repair blue screen	Online Auction
Red padded chair	2	no longer needed	Destroy
Tan Lateral file cabinet	1	no longer needed	Destroy
Microsoft keyboard	65806996317	REPLACED	Destroy
Lenovo key board	1911352	REPLACED	Destroy
Dell keyboard	CN ORKPON L0300-97A 05 CB	REPLACED	Destroy
Dell keyboard	CN ORKPON L0300 97A-07VE	REPLACED	Destroy
Dell keyboard	CN URKPON L0500 973 0115	REPLACED	Destroy
Dell keyboard	CN ORKPON L0300 97A 0767	REPLACED	Destroy
Hp keyboard	7CH71214HD	REPLACED	Destroy
Hp keyboard	BDMGHOCHH529V1	REPLACED	Destroy
Hp keyboard	BHBEXHPOALA2945Q	REPLACED	Destroy
Hp keyboard	BAUDRO0VB21CGA	REPLACED	Destroy
Hp keyboard	BEXHPOAWYBMVY5	REPLACED	Destroy
Hp keyboard	BDMGHOCHH5YFV1	REPLACED	Destroy
Hp keyboard	BDAEBQ054PM3	REPLACED	Destroy
Hp keyboard	BDMGHOCMH52A4R	REPLACED	Destroy
Hp keyboard	BDAEBORQ5Y4NASF	REPLACED	Destroy
Hp keyboard	BDAEBUBCP3R56Q	REPLACED	Destroy
Hp keyboard	BDMGH06VB8560B	REPLACED	Destroy
Hp keyboard	BDMGHOCWU8WFUG	REPLACED	Destroy
Hp keyboard	BDMGHOC5752100	REPLACED	Destroy
Hp keyboard	BDMGHOCHH8QC72	REPLACED	Destroy
Hp keyboard	BDAEBUBCP4N6HH	REPLACED	Destroy
Hp keyboard	BEKHPUACP9YCVL	REPLACED	Destroy
Hp keyboard	BDMGHUCVBCKGSD	REPLACED	Destroy
Hp keyboard	HBAVDRUKVBUF3F1	REPLACED	Destroy
Hp keyboard	BAVDRUNCP3AUAE	REPLACED	Destroy
Hp keyboard	BAVDRUUGA2S1PK	REPLACED	Destroy
Hp keyboard	BAVDRUNCP263X4	REPLACED	Destroy
Hp keyboard	BDMGHOCHH8UFAF	REPLACED	Destroy
Verbatim key board	2017 120 3017798	REPLACED	Destroy
Seal shield key board	121310107 6	REPLACED	Destroy
Seal shield key board	121310075 0	REPLACED	Destroy
Computer mouse	21 each	REPLACED	Destroy
Visioneer Patriot 430 Scanner	AE6C61284	REPLACED	Destroy

Receiving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Releasing Authority: \_\_\_\_\_ Date: \_\_\_\_\_

# HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

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## Spay & Neuter Grant – Debbie Edwards – Humane Society

Debbie Edwards advised the Humane Society was applying for a spay and neuter grant in the amount of \$2,500. The grant must be requested as a Memorandum of Agreement between the county and the Kentucky Department of Agriculture. County Attorney Steve Gold stated that the MOA has been reviewed as to form and legality.

A motion was made by Magistrate Puttman for the Judge to execute the Memorandum of Agreement. Magistrate McCollom seconded the motion. A voice vote was held. All voted in favor and the motion carried.

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF AGRICULTURE  
AND  
HENDERSON COUNTY FISCAL COURT  
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Agriculture ("the Commonwealth") and Henderson County Fiscal Court ("the Contractor") to establish an agreement for support of spay/neuter pet procedures. The initial MOA is effective from May 1, 2020 through December 31, 2020.

**Scope of Services:**

Whereas, the Animal Control Advisory Board was established to create and support statewide programs related to animal control and care in Kentucky counties; and

Whereas, the Animal Control and Care Fund was created to provide funds for statewide animal control and care programs; and

Whereas, the Animal Control Advisory Board developed a Spay/Neuter Kentucky Program for distribution of grant funds to governmental agencies for dispersal of funds for spay/neuter services; and

Whereas, the Contractor has submitted a grant application for funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures and will accept this grant for that purpose, said grant being subject to the terms and conditions set forth herein; and

Whereas, KRS 258.119 authorizes the Animal Control Advisory Board to expend such funds.

**Pricing:**

1. The Commonwealth shall provide a grant to the Contractor in the amount of **Two Thousand and Five Hundred Dollars (\$2,500)** to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures.

2. The Contractor agrees to receive the funds described herein and to expend such funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures.

3. The Contractor shall provide to the Commonwealth a final expenditure report, on the prescribed form, with a full accounting of expenditures relating to this grant within (30) days from the last expenditure or the end of the term of this grant; whichever comes first. Any and all unused funds shall be returned to the Commonwealth within this same time period. Failure to timely submit the report on the prescribed report form shall be considered a breach of this Agreement and may result in a demand for reimbursement of all grant funds to the Commonwealth. The report shall be mailed or delivered to: Kentucky Department of Agriculture, 107 Corporate Drive, Frankfort, Kentucky 40601, Attn: Michael Grant.

**Memorandum of Agreement Standard Terms and Conditions**  
**Revised December 2019**

**1.00 Effective Date:**

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**2.00 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**3.00 Cancellation clause:**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**4.00 Funding Out Provision:**

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

**5.00 Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

**6.00 Access to Records:**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**7.00 Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

**Contractor must check one:**

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**8.00 Discrimination:**

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

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The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.


This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

AGREED:

Kentucky Department of Agriculture

Henderson County Fiscal Court

\_\_\_\_\_  
Ryan F. Quarles, Commissioner

  
\_\_\_\_\_  
Brad Schneider  
County Judge-Executive  
20 North Main Street  
Henderson, KY 42420

3/10/2020 (Date)

\_\_\_\_\_  
(Date)

Examined:

\_\_\_\_\_  
Nicole T. Liberto, Legal Counsel

\_\_\_\_\_  
(Date)

**County Attorney Report: - Steve Gold**

County Attorney Steve Gold presented a report of payments dated March 10, 2020.

## REPORT OF PAYMENTS FROM HENDERSON COUNTY ATTORNEY

March 10, 2020		
<u>SALARIES, FICA &amp; RETIREMENT</u>	<u>TODAY'S TOTAL</u>	<u>FY TOTAL TO PRESENT DATE</u>
CA Budget Employees		
<u>FEDERAL LOCAL MATCH - CHILD SUPPORT</u>		
<u>SALARIES, FICA &amp; RETIREMENT</u>		
County Budget Employees		17,751.36
<u>UTILITIES, INTERNET &amp; CLEANING</u>		6,695.04
<u>DENTAL &amp; LIFE INSURANCE</u>		
CA Budget Employees		3,510.67
<u>HEALTH INSURANCE</u>		
CA Budget Employees		62,465.00
<u>AFLAC</u>		
CA Budget Employees		1,063.48
<u>HRA</u>		
CA Budget Employees		7,500.00
<u>SUPPLEMENT TO ASST CA'S SAL FROM CITY</u>		3,666.64
<u>JAIL FEES COLLECTED</u>	667.51	
	225.08	
	812.03	4,312.73
<u>INTEREST</u>	56.36	
	93.26	2,819.09
<u>FUNDS IN CHECK COLLECTION ACCT FY 18-19</u>		3,145.32
<u>TOTAL REMITTED TO COUNTY</u>	<u>\$1,854.24</u>	<u>112,929.33</u>

Magistrate McCollom made a motion to accept the County Attorney's payments into the record. Magistrate Berry seconded the motion. A voice vote was held. All voted in favor and the motion carried.

**Budget Amendment –**

Treasurer Brenda Rider presented a budget amendment for the General Fund, Jail Fund and the Road Fund.

Judge Schneider pointed out his appreciation to Jailer Brady in her efforts to reduce the jail's debt. This amendment will start the process of defeasance of another of the jail bonds. He hopes to be able to begin defeasance on the county's 911 bond next year.

Magistrate McCollom made a motion to approve the budget amendment. Magistrate Butch seconded the motion. A voice vote was held. All voted in favor and the motion was approved.



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County Budget Preparation and State Local Finance Officer Policy Manual

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Ordinance #20-01

Amendment #2

AN ORDINANCE RELATING TO THE ANNUAL BUDGET AND AMENDMENT THEREOF:

Whereas the County of HENDERSON has realized unbudgeted receipts from Jail Fund - Prior Year Carryover - Jail Fund, Jail Series 2013 Bond Defeasance. Purchasing securities for deposit into an escrow account, held by a designated bank, such that principal, interest and associated costs are sufficient to meet payments due until bond payment requirements are satisfied. General Fund - Unanticipated revenues received for property insurance claims reimbursement, Sheriff. Road Fund - Unanticipated revenues received from FEMA for 2011 & 2019 floods.

Be it ordained by the Fiscal Court of County of Henderson, Commonwealth of Kentucky:

Section One: The budget for fiscal year 2019-2020 is amended to:

A. Increase/Decrease the receipts of the Jail, General and Road fund(s) by \$ 1,360,800.00 to include unbudgeted receipts from:

Table with 3 columns: Account Code, Description, Amount. Rows include Jail Fund - Prior Year Carryover (1,175,000.00), General Fund - Ins Proceeds-Property & Casualty (10,800.00), and Road Fund - Fems (175,000.00).

B. Increase/Decrease expenditure account(s):

Table with 3 columns: Account Code, Description, Amount. Rows include Jail Fund - Jail Debt Service (1,175,000.00), Gen. Fund-Sheriff Uniform Allowance (4,000.00), Gen. Fund-Sheriff Office Supplies (2,000.00), Gen. Fund-Sheriff Conferences, Training (4,800.00), Road Fund-Maint & Repairs/Equipment (150,000.00), and Road Fund - Culverts (Pipe) (25,000.00).

Section Two: The amounts adjusting the receipt and expenditure accounts in Section One are for governmental purposes

Approved by the Fiscal Court of Henderson County, Kentucky, this day, the 10th day of March, 2020.

Signed [Signature] County Judge/Executive

Approved as to form and classification this day of March, 2020.

Signed [Signature] State Local Finance Officer

This budget ordinance amendment was duly adopted by the Fiscal Court of Henderson County, Kentucky, this day, the 10th day of March, 2020.

Signed [Signature] County Judge/Executive

Return one copy to the State Local Finance Officer within fifteen days of adoption.

Budget Amendment FY 20 Number 2

Fund Transfers - Brenda Rider

Treasurer Brenda Rider submitted the attached fund transfers for approval:

HENDERSON COUNTY FISCAL COURT BUDGET APPROPRIATION TRANSFERS Tuesday, March 10, 2020. Table with 8 columns: Appropriation Number, Appropriation Name, Budgeted Amount, Expenses thru 2/23/2020, Balance Prior to Transfer, Transfer Amount, Balance After Transfer, Reasoning. Includes rows for Jail Fund, Overtime, Building Repairs & Maint, Equipment Repairs & Maint, Utilities, Communication Equipment, Data Processing Equipment, Other Equipment, Contingent Approp Reserve, Prisoner Transports, Retirement, and Employee Health Ins.

Brend Schneider, Judge Executive

3-10-2020 Brenda D. Rider, Treasurer

3-10-2020

Magistrate Puttman made a motion to approve the fund transfers. Magistrate McCollom seconded the motion. A voice vote was held. All voted in favor and the motion was approved.

**Claims – Brenda Rider**

Treasurer Brenda Rider presented the following claims for approval:

General Fund:	\$528.37 Visa (Judge's training & office supplies)
Road Fund:	\$594.68 William Hubiak (Engineer training)
	\$750.00 Steve Larue (Culvert reimbursement)
Jail Fund:	\$778.53 Advanced Document Solutions (Communication equipment)
	\$530.90 Lowes (Building repairs)
	\$1,686.74 Palmer Oil (prisoner transport)
	\$1,695.92 U S Bank (Cleaning supplies, building repairs)
	\$866.05 WEX Bank (Prisoner transport)

Magistrate McCollom made a motion to approve the claims. Magistrate Puttman seconded the motion. A voice vote was held. All voted in favor and the motion was approved.

**Good of the County**

**County Engineer Bill Hubiak** – will be meeting with KYTC, KYEM and FEMA representatives on Thursday to access damages from the latest round of flooding. The county may not have enough damage to meet the thresholds but state will.

**Executive Session**

Magistrate McCollom made a motion to go into executive session per KRS 91.810(1)(f) (personnel matters). Magistrate Puttman seconded the motion. All voted in favor and court adjourned into executive session.

After approximately 20 minutes, fiscal court members returned to the court room. Magistrate McCollom made a motion to come out of executive session and return to the regular session of Fiscal Court. Magistrate Puttman seconded the motion. All voted in favor.

Judge Schneider stated that because of an issued that was discussed during Executive Session a court vote would be needed. He would like to hire Shirley Pruitt as part time Financial Services Assistant for the Fiscal Court at an hourly pay rate of \$28.04 or a total \$35,000 per year.

Motion was made by Magistrate Southard for the hire and the pay rate suggested. Magistrate Berry seconded the motion. A voice vote was held. All voted in favor and the motion carried.

Magistrate McCollom suggested that this action be ratified at the next court meeting since it was remarked before the Executive Session that no further votes would be needed during this session. County Attorney Steve Gold concurred with this.

There being no further business to come before the court, Magistrate McCollom made a motion to adjourn. Seconded by Magistrate Puttman.

  
\_\_\_\_\_  
Brad Schneider  
County Judge Executive

ATTEST:

  
\_\_\_\_\_  
Kurt Wiesen  
Fiscal Court Clerk