

HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

Records of Minutes of Regular Meeting 02/11 2020

Court convened for a Regular Meeting at the Courthouse, Henderson, KY, on Tuesday, February 11, 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 Father Larry McBride, Holy Name Church

Moment of Silence

Judge Schneider asked the court for a moment of silence in remembrance of our County Road Supervisor, Jeff Risley, who lost his life this past week.

Pledge Of Allegiance

Judge/Executive Brad Schneider led the Pledge of Allegiance.

Roll Call

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

Judge's Scholars – Alexis "Alex" Franke Jefferson Elementary School



WHEREAS: Alexis "Alex" Franke has been chosen by Jefferson 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, Alex'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 Alex's efforts go unnoticed; and

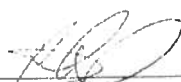
WHEREAS: Henderson County Fiscal Court supports the school system and acknowledges these changes as being significant because students, such as Alexis Franke, will be our future leaders; and

NOW THEREFORE: I, Brad Schneider, County Judge/Executive of Henderson join with the Henderson County Fiscal Court to proclaim February 11, 2020 as:

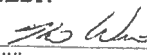
ALEXIS "ALEX" FRANCKE DAY

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 11th day of February, 2020.


Brad Schneider
County Judge/Executive



ATTEST:

Kurt Wiesen
Fiscal Court Clerk

Minutes January 28, 2020 Fiscal Court Meeting

Magistrate McCollom made a motion to approve the January 28, 2020 fiscal court minutes as submitted. Magistrate Puttman seconded the motion. A voice vote was held. All present voted in favor and the motion carried.

Blackford Creek Bridge – KYTC Maintenance Agreement – Bill Hubiak

Bill Hubiak introduced Keirsten Jaggars, the new public relations officer for the Kentucky Transportation Cabinet District 2. He then explained that Henderson County has been selected by the Transportation Cabinet to receive the historical Blackford Creek Bridge for use at Sandy Watkins Park. The Transportation Cabinet will pay to move the bridge to a new location and the county will have to pay to install the bridge. Mr. Hubiak stated that this will be a great addition to the park and allow further completion of the 5K walking trail through the park. As was done with the other bridge located at the park, there will be a plaque installed giving the history of the bridge. KYTC requires a maintenance agreement with the county. County Attorney Steve Gold reviewed the agreement and noted a couple of minor changes that needed to be made by the state before the Fiscal Court would be able to approve it.

Magistrate McCollom made the motion that the court approve the maintenance agreement once the changes recommended by the County Attorney were made. Magistrate Moran seconded the motion. A voice vote was held. All voted in favor and the motion carried.

Resolution – County Road Aid Cooperative Agreement 2019-2020 – Bill Hubiak

**COUNTY ROAD AID COOPERATIVE
PROGRAM AGREEMENT**

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

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

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

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

1. **Apportionment of County Road Aid Funds.** The County’s apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2020, this amount is **\$1,366,148.95** (the “Apportionment”). The Apportionment shall be distributed by the Department to the County in accordance with the terms of this Agreement.

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2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2021.

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

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is \$795,099.00

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

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

4. Emergency Fund. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse up to fifty percent (50%) of the approved funds to the County for the purpose of it using said funds for emergency roadway and bridge projects designated by the County. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the County shall reimburse the difference to the Department.

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

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

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

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

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

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

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

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

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

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

HENDERSON COUNTY FISCAL COURT

BY: Brad Schneider
County Judge/Executive

Date: 2-11-20

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

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____
Secretary of the Transportation Cabinet

Date: _____

RESOLUTION

20-05

Fiscal Court of HENDERSON County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2020, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

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

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

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

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

<u>AYES</u>	<u>NAYS</u>
<u>Magistrate Berry</u>	_____
<u>Magistrate McCollom</u>	_____
<u>Magistrate Southard</u>	_____
<u>Magistrate Puttman</u>	_____
<u>Magistrate Moran</u>	_____

COMMONWEALTH OF KENTUCKY HENDERSON

I, Kurt Wiesen, Clerk of HENDERSON County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 11 of February, 2020.

SIGNED *Kurt Wiesen*
CLERK OF HENDERSON COUNTY

Magistrate Moran made a motion to execute the County Road Aid agreement for 2019-2020. Magistrate McCollom seconded the motion. A voice vote was held. All voted in favor and the motion carried

Bid Recommendations – Courthouse & Judicial Center Custodial Services

The bids were reviewed by Charlie Ransom, Head of Maintenance & Judge Schneider. Their recommendation is for Frantz to perform custodial services at both locations.

2020 BIDS FOR CLEANING JUDICIAL CTR. AND COURTHOUSE

FRANTZ COURTHOUSE = 2695.00 PER. MONTH / 32,340 YR

FRANTZ JUDICIAL CTR. = 4150.00 PER. MONTH / 49,800.00 yr.

TOTAL = 6845.00 PER. MONTH

TOTAL FOR YR. = 82,140.00

DIRT FINDERS JUDICIAL CTR. = 1195.00 WKLY. x 52 = 62,140.00

DIRT FINDERS COURTHOUSE = 1075.00 WKLY. x 52 = 55,900.00

TOTAL FOR YR. = 118,040.00

DIRT FINDERS TOTAL = 118,040.00 ----- JUDICIAL = 62,140.00

FRANTZ CORP. TOTAL = 82,140.00 ----- JUDICIAL = 49,800.00

COST DIFFERENCE OF = 35,900.00 ----- DIFFERENCE = 12,340.00

Magistrate McCollom made a motion to award the cleaning services contracts for both the Courthouse and Judicial Center to Frantz Building Services. Magistrate Berry seconded the motion. A voice vote was held. All voted in favor and the motion carried

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County Attorney Report: - Steve Gold

County Attorney Steve Gold presented a report of payments dated February 11, 2020.

REPORT OF PAYMENTS FROM HENDERSON COUNTY ATTORNEY

2/11/2020		FISCAL YEAR TOTAL
	TODAY'S TOTAL	TO PRESENT DATE
SALARIES, FICA & RETIREMENT		
County Attorney Budget Employees		
FEDERAL LOCAL MATCH - CHILD SUPPORT		
Salaries, FICA & Retirement		
County Budget Employees		17,751.36
Utilities, Internet & Cleaning		6,695.04
SUPPLEMENT TO ASST CA'S SAL FROM CITY OF HENDERSON		3,208.31
DENTAL & LIFE INSURANCE		
County Attorney Budget Employees		3,115.67
HEALTH INSURANCE		
County Attorney Budget Employees		56,624.00
HRA		
County Attorney Budget Employees		7,500.00
AFLAC		
County Attorney Budget Employees		938.54
JAIL FEES COLLECTED		2,608.11
FUNDS IN CHECK COLLECTION ACCOUNT AT END OF FY 18-19		3,145.32
INTEREST	64.23	2,203.17
	21.41	
TOTAL REMITTED TO COUNTY	\$ 85.64	\$ 103,789.52

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.

Fund Transfers – Brenda Rider – No fund transfers this month

Claims – Brenda Rider

Treasurer Brenda Rider presented the following claims for approval:

General Fund: \$4,312.60 Renesa Abner (training incentives)
 \$1,500.00 Henderson Leadership Initiative (Sheriff's training)
 \$1,464.24 Visa (Judge Fiscal Court Training)

Road Fund: \$4,130.72 KST (reimbursement to KYTC from 2016)

Jail Fund: \$1,410.85 Palmer Oil (prisoner transportation fuel)
 \$944.02 Wex Bank (prisoner transportation fuel)
 \$3,936.33 U S Bank (equipment repair, transport, training)
 \$232,825.00 Old National Wealth Management (int. payment for bond)

LGEA Fund: \$6,000.00 Cliff Hagen Boys & Girls Club (balance of appropriation)

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

Judge Schneider stated that the county has a CD for \$770,000 that has matured. It is currently earning .5% interest. The Judge would like the court's permission to cash in the CD and shop around for a better interest rate. This was also suggested by the Finance Committee. A motion was made by Magistrate Berry to cash the CD in and shop around for a better interest rate. Motion was seconded by Magistrate McCollom. A voice vote was held. All voted in favor and the motion was passed.

Henderson County Ambulance Service – Chris Winstead

The ambulance service budgeted for a new ambulance this fiscal year and requests the court's permission to advertise for bids.

Magistrate Southard made a motion for the ambulance service to publish bid notices as required. Magistrate Moran seconded the motion. A voice vote was held. All voted in favor and the motion was approved.

Alex Caudill – DLG Representative – Judge Schneider introduced Alex Caudill who is our new Western Kentucky Representative for the Department of Local Government. Mr. Caudill stated that he thought he knew everyone through his previous position but just wanted to stop by and reintroduce himself and say he looks forward to working the court.

Good of the County

Bruce Farmer – Coroner – wanted to make the court aware that as of January 30, the local funeral homes are no longer transporting bodies for the coroner as they have previously done. He does have a temporary fix in place but trying to come up with a permanent solution. He is also working with the city on an indigent burial package that can be used by the county also. Judge Schneider added that although cremation is cheaper we are limited by state statutes on when cremations can be performed. County Attorney Steve Gold explained there are some very specific statutes that have to be followed in order for a District Judge to grant the cremation. Part of this process is for the coroner's office to research background records for military service or relatives. At one time the County Attorney's office had software that would be helpful for these situations but they no longer have access to it. Mr. Farmer is going to look into some software solutions. Magistrate McCollom suggested that Mr. Farmer check with the PVA's office for possible software solutions. Magistrate Puttman asked why the funeral homes stopped their service. Mr. Farmer replied that the major problem was cost. He has checked with surrounding counties to find out what they are doing to get some ideas for a solution.

Sheriff Ed Brady – wanted to publically acknowledge his appreciation for Keith Todd the previous KYTC public relations office for this district for great job he has done over the last several year for his accurate and timely reports.

Fred Behnke of the EMA office stated that they are carefully watching the river levels and the flooding situation in the county and will keep everyone advised.

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



Brad Schneider
County Judge Executive

ATTEST:



Kurt Wiesen
Fiscal Court Clerk