

Pledge of Allegiance to the Flag.

Prayer by Esq. Judd before court began.

Roll call by the County Judge Executive. All members were present.

On motion of Esq. Henry, second by Esq. Goodlett, all members of the court present voting "Aye", it is hereby ordered by the court to approve the previous Fiscal Court minutes with corrections to page 4 to clarify the motion made by Esq. Drury in regards to EDA director based upon the request of Davis Lee Downs, and on page 6 to clarify a motion made by Esq. Drury in regards to the county credit card. The following was submitted by Davis Lee Downs to clarify his request regarding the EDA director.

To: Spencer County Fiscal Court

With the passing of the liquor referendum, it would seem that a strong EDA board member would be more important than ever. Jack Procter was such a member and he informed me that he resigned as a result of the EDA director being involved in a commercial real estate sale that he referred to the director to facilitate on behalf of the EDA. Instead the director participated in the sale and received a commission.

As the EDA board is funded by Spencer Co. and the City of Taylorsville using tax payer funds, I ask Spencer Co. Fiscal Court to request that the Spencer County Ethics Commission investigate this matter to the extent that the sales contract be examined, witnesses called and placed under oath, if need be, because if this did occur, then there is the appearance that the EDA office is a publicly funded branch office of a real estate firm.

*Davis Lee Downs*  
7-Dec-09

Communications from County Judge Executive:

County Judge Jenkins stated that Bit Defender, the internet security and anti-virus program, is due for renewal with a cost of \$1650.00. He also stated that a new laser printer is needed for the Sheriff's office and will cost \$599.00.

Reports from Members, Other Offices, and Committees:

Jan Kehne from Planning & Zoning and Occupational Licensing came before the court to give them an update on what she does and what she has done. She gave the court examples of letters she has sent and said that the majority of the time they are effective because alot of people are unaware of their need for building permits. Mrs. Kehne went on to say that there had been \$2936.20 worth of building permits that been missed in the past 10 years. She also expressed the need for some sort of ordinance to require builders to submit alist of all subcontractors before any building permit is issued. Mrs. Kehne will submit violation wordings to Ruth Hollan and present an ordinance back to the court to make contractors give a list of subcontractors before a building permit is issued.

Taylorsville-Spencer County Joint  
Planning & Zoning Commission

229 Main Cross  
P.O. Box 305  
Taylorsville, KY 40071  
(502) 477-3218 OR, Fax: 477-3242

Staff:  
Julie Saxton, Admin.  
Curtis Ochs, Enf. Admin  
8:30 a.m. to 4 p.m.

October 30, 2009

Mr. Brandon Raikes  
200 Copley Court  
Taylorsville, KY 40071

RE: Swimming pool and deck

Dear Mr. Raikes,

I recently visited your property located on Copley Court. I noticed a swimming pool and deck located on your property. I cannot locate a building permit for any of these structures. If you have the permits, please accept our apology for the mistake and contact this office to up date your records. If this is an oversight on your part, please apply for the permits within the next five business days.

Please bring your property into compliance and meet this timeframe, or I have no option but to proceed with further action.

If you have any questions, call me at the office at 477-3218.

Sincerely,

Jan Kehne  
Zoning Code Enforcement  
Taylorsville-Spencer County Joint  
Planning and Zoning Commission

Enclosed: Permits Section 1001  
Swimming Pool reg.

*copy*

**BUILDING PERMIT**  
TODAY'S DATE \_\_\_\_\_  
BUILDER \_\_\_\_\_ CONTACT NUMBER ( ) \_\_\_\_\_  
LOCATION \_\_\_\_\_  
PROJECTED START DATE \_\_\_\_\_

PLEASE LIST ALL SUBCONTRACTORS AND SUPPLIERS WITH WHOM YOU DO BUSINESS  
**LISTING BUSINESS NAME, ADDRESS AND CONTACT INFORMATION**

- Grading/Excavating \_\_\_\_\_
- Gravel/Rock \_\_\_\_\_
- Footers \_\_\_\_\_
- Basement Walls  
*Concrete flat wall*
- Framing \_\_\_\_\_
- ROOF: \_\_\_\_\_
- Roofing materials \_\_\_\_\_
- Roofer \_\_\_\_\_
- Windows & Door(s) Supplier \_\_\_\_\_
- Lumber Supplier \_\_\_\_\_
- Brick/Stone Mason \_\_\_\_\_
- Brick/Stone Supplier \_\_\_\_\_

Page 2:  
Electrical:  
 Electrician \_\_\_\_\_  
 Electrical Fixtures \_\_\_\_\_  
 Cable Installer: \_\_\_\_\_  
 Audio system \_\_\_\_\_  
 Telephone system(s) installer \_\_\_\_\_  
 Alarm System installer \_\_\_\_\_  
 Electrical fixtures supplier \_\_\_\_\_  
 HVAC \_\_\_\_\_  
 Insulation \_\_\_\_\_  
Drywall:  
 Drywall supplier \_\_\_\_\_  
 Drywall Labor \_\_\_\_\_  
 Fireplace \_\_\_\_\_  
 Trim:  
 Trim Carpentry \_\_\_\_\_

Page 3:  
 Trim Supplier \_\_\_\_\_  
 Cabinet's mfg & installer \_\_\_\_\_  
 Painters \_\_\_\_\_  
Flooring  
 Carpet installer \_\_\_\_\_  
 Wood installer \_\_\_\_\_  
 Tile installer \_\_\_\_\_  
 Dumpster Supplier \_\_\_\_\_  
 Port-a- Pot Supplier \_\_\_\_\_  
 Clean-up people \_\_\_\_\_  
 Finish grade/sod, seed, landscape, and etc. \_\_\_\_\_  
 Other \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_

Esq. Judd commented on Solid Waste and stated that the county road department did a great job on Haley Rd but tires are still an issue.

County Treasurer, Doug Williams, presented the Spencer County Transport Monthly Report. On motion of Esq. Goodlett, second by Esq. Drury, all members of the court present voting "Aye", it is hereby ordered by the court to approve the Spencer County Transport Monthly Report.

SPENCER COUNTY TRANSPORT-MONTHLY REPORT  
MONTH Nov 2009

NUMBER OF TRIPS <u>129</u>	NUMBER OF TRIPS <u>129</u>		
DH <u>31</u>	AMOUNT <u>\$5,160.00</u>		
BALANCE <u>98</u>	DAVID <u>1,240.00</u>		
	Darrell <u>1,000.00</u>		
GAS EXPENSES <u>527.42</u>	AMOUNT DUE \$ <u>2,920.00</u>		
TOTAL MILEAGE <u>4992</u>			
VEHICLE REPAIRS _____			
MISC. EXPENSES <u>\$113.18</u>	David Darrell Phone 49.90 Food=33.68 Food 19.88		
COURT RUNS <u>52</u>	David Kaco Parking \$21.00 Food \$22.40 \$43.40		
JAIL RUNS <u>27</u>			
TRANSPORT OFFICERS	RUNS	SITTING	TOTAL
SHARON COOK	<u>3</u>		<u>\$100.00</u>
MARLENE CRANMER	<u>18</u>	<u>3</u>	<u>\$750.00</u>
TABITHA KING			
DARRELL HEINDON	<u>47</u>	<u>3 1/2</u>	<u>998.68</u>
Michael Blackburn	<u>14</u>	<u>4</u>	<u>\$600.00</u>
MIKE GOODLETT			
ROB HANCE	<u>16</u>		<u>\$640.00</u>
David	<u>31</u>	<u>4 1/2</u>	<u>N/C</u>
TOTAL AMOUNT DUE \$	<u>\$3,176.86</u>		

SPENCER COUNTY JAILER: David Houghlin  
THE HONORABLE DAVID HOUGHLIN

DATE: Dec 2009 miles

Merchard Ky = 1  
Rush Ky = 2  
Lincoln village = 4  
Aurora = 3  
U.A. = 2

Sharon Cook = 120  
Marlene = 1040  
Darrell = 2054  
MIKE = 580  
David = 1228

Communications from Citizens:

Janna Curtsinger with the Willowbrook Homeowners Association came before the court to discuss the condition of Hidden Valley Dr. Mrs. Curtsinger stated that the road crew came in and filled in pot holes but made the road worse. She asked the court to get the road fixed. Judge Jenkins said that they would go look at it sometime this week.

Davis Lee Downs made a suggestion to the court that since insurance rates are going up and address numbers are an issue, that students looking for community service could take GPS systems to residential places and establish a GPS address for emergency services.

Sonny Gollar from Hickman Lane came before the court to ask them for help in getting a water meter near his property. Judge Jenkins looked at a land plat of the property and stated that he didn't know if anything could be done. Esq. Drury said he would contact North East Nelson Water District and Contractor Steve Allgeier to see if he could get any further information.

Valerie Hunt presented a petition to the court to decrease the speed limit on Johnson Lane. Mrs. Hunt stated that there are some people who drive at excessive speeds and the road is too narrow and that there are 5 blind hills. Judge Jenkins stated that it could be considered a subdivision and Mrs. Hunt stated that it is a subdivision called Cedar Lake Estates. Sheriff Steve Coulter asked if there were going to be signs posted of the speed limit and Judge Jenkins advised "yes".

PETITION TO DECREASE THE SPEED LIMIT ON JOHNSON LANE TO 25 MPH

We, the undersigned do hereby agree and wish for the Spencer County Fiscal Court to consider our request to decrease the speed limit to 25 mph. on Johnson Lane due to safety concerns.

Table with 3 columns: Street Address, Printed Name, Signature. Contains entries 1 through 8.

Table with 3 columns: Street Address, Printed Name, Signature. Contains entries 9 through 23.

3

Table with 3 columns: Street Address, Printed Name, Signature. Contains entries 24 through 33.

On motion of Esq. Judd, second by Esq. Drury, all members of the court present voting "Aye", it is hereby ordered by the court to reduce the speed limit from 35 mph to 25 mph on Johnson Lane in Cedar Lake Estates, to bring it into compliance as a subdivision.  
No Old Business

## New Business:

Deputy Kyle Bennett came before the court to ask for a \$250.00 donation for Shop With a Cop. Discussion was made by Esq. Riley stating that he didn't think that it was appropriate to use public funds for Shop With a Cop. Discussion was made by the court that each of them could donate private funds. Judge Jenkins asked Deputy Bennett if the kids receiving help from Shop With a Cop were indigent or of poverty level. Deputy Bennett said that the children are and that with help from Family Resources the children are chosen. Judge Jenkins said he would like to point out to the court that it states in their handbook that they are "to take care of the poor". Deputy Bennett asked if he could respond to Esq. Riley's statement about the appropriateness of the use of public funds and Judge Jenkins said yes. Deputy Bennett stated that he thought that Halloween on Main Street, food baskets and Shop With a Cop were all good and safe functions for children and that any time someone asked for a donation for those functions Esq. Riley voted against it. Deputy Bennett went on to state that "it seems to me that you are against the kids". Esq. Riley responded by saying that that statement was unfair and inaccurate. Esq. Drury asked Ruth Hollan if she had a view on the subject and she responded no.

On motion of Esq. Goodlett, second by Esq. Henry, all members of the court present voting "Aye", EXCEPT Esq. Riley, Esq. Drury and Esq. Judd, it is hereby ordered by the court not to donate \$250.00 to Shop With a Cop.

On motion of Esq. Drury, second by Esq. Riley, all members of the court present voting "Aye", it is hereby ordered by the court to ask Council to review if donations are legal and to make any recommendations.

Scott Street with Habitat for Humanity presented a picture of the first completed HFH house. He stated that they have a second lot that was donated by Citizens Union Bank of Little Mount Church Rd and are now accepting new applications for the second house. Mr. Street said that he would like to thank the court for their generosity.

## Zoning, readings and recommendations:

Julie Sweazy with Planning & Zoning had the following zoning changes for a first reading.

## PUBLIC NOTICE

Notice is hereby given that the Fiscal Court of Spencer County on the 21<sup>st</sup> day of December, 2009 at its meeting will consider the following ORDINANCE for second reading and adoption:

1. Charles and Cornelia Bland - Requesting a zone change on a 3.0019 acre tract of land located on Ashes Creek Lane from R-1, residential to RM-1, residential.
2. Fred and Debbie Tankersley - Requesting a zone change on a 1.8697 acre tract of land located at 852 Highway to Heaven from AG-1, agricultural to R-1, residential.
3. Carolyn Taylor for Michelle Riley - Requesting a zone change on a 3.01 acre tract of land located in the 2400 block of Little Union Road from AG-1, agricultural to R-1, residential.
4. Goodlett, Goodlett, Kelien and Boyle - Requesting a zone change on three separate tracts, Tract 1 - 2.17 acres, Tract 2 - 0.456 acres and 5.00 acres located at 4681 Bloomfield Road from Ag-1, agricultural and R-1, residential to AG-2, agricultural.

Attest: Judy Puckett  
Clerk Spencer County Fiscal Court

David Jenkins  
Spencer County Judge/Executive

The court reviewed the McIntosh subdivision road bond and Esq. Riley shared a letter from Paul Cameron stating that the roadway appears to comply.

On motion of Esq. Riley, second by Esq. Judd, all members of the court present voting "Aye", it is hereby ordered by the court that the McIntosh subdivision road bond be released.

Ordinance No. 10 (2010) regulating the sale of alcoholic beverages-second reading.

On motion of Esq. Goodlett, second by Esq. Henry, all members of the court present voting "Aye", it is hereby ordered by the court to approve the 2nd reading of Ordinance No. 10 (2010) and adopt it with minor grammatical corrections as pointed out by Esq. Judd.

TERM, Regular DAY, 7th DAY OF, December 20 09

COMMONWEALTH OF KENTUCKY  
SPENCER COUNTY FISCAL COURT  
ORDINANCE NO. 10, SERIES 2010

ORDINANCE REGULATING THE SALE OF ALCOHOLIC BEVERAGES AND OTHERWISE PROVIDING PROVISIONS FOR ALCOHOLIC BEVERAGE CONTROL WITHIN SPENCER COUNTY

WHEREAS, a local option election was held on October 20, 2009, pursuant to KRS Chapter 242 to address the issue as to whether the County of Spencer should permit the sale of alcoholic beverages within Spencer County; and

WHEREAS, a majority of the citizens of Spencer County voted in favor of the sale of alcoholic beverages in the County of Spencer; and

WHEREAS, under applicable state law, Spencer County, may impose certain restrictions and regulations and provide for the establishment and collection of certain fees and fines related to the sale of alcoholic beverages and general commerce related thereto.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY SPENCER COUNTY, KENTUCKY, THAT THE ORDINANCE REGULATING THE SALE OF ALCOHOLIC BEVERAGES AND OTHERWISE PROVIDING PROVISIONS FOR ALCOHOLIC BEVERAGE CONTROL WITHIN SPENCER COUNTY, SHALL READ AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section 1.01 TITLE

This ordinance shall be known and may be cited as the Alcoholic Beverage Control Ordinance of Spencer County, Kentucky, or the "Spencer County Alcoholic Beverage Control Ordinance".

Section 1.02 INCORPORATION OF STATE LAW; DEFINITIONS; AND COMPLIANCE REQUIRED

- A. Definitions. As used in this Chapter, unless the context clearly indicates a different meaning and specifies the language of a particular definition which shall apply, the words and terms as defined in Kentucky Revised Statute 241.010 (KRS 241.010) shall apply.
- B. The provisions of the Kentucky Alcoholic Beverage Control laws contained in Kentucky Revised Statutes (KRS) Chapters 241, 242, 243, and 244, pertaining to licenses and regulations of the State Alcoholic Beverage Control Boards, including definitions contained therein, as well as amendments and supplements thereto, are hereby adopted as part of the Alcoholic Beverage Control law of Spencer County, except as otherwise lawfully provided herein. As used herein "State" means the Commonwealth of Kentucky and "County" means Spencer County, Kentucky.

1

- C. Any violation of State law relating to the sale, production, storing, or otherwise trafficking in alcoholic beverages shall also constitute a violation of this ordinance.
- D. No person shall sell, deal in, barter or exchange or possess for sale, or for the purpose of evading any law or ordinance, give away any alcoholic beverage in any quantity whatever, or cause the same to be done, without complying with all of the provisions of this ordinance and all State statutes and regulations applicable thereto.
- E. All prohibitions, restrictions and regulations pertaining to alcoholic beverages contained in KRS Chapter 244 shall apply to alcoholic beverage use in the County.

Section 1.03 SCOPE OF COVERAGE

- A. This ordinance shall be construed to apply to the trafficking in all forms of "alcoholic beverages" as that term is defined by KRS 241.010(2), including malt beverages, distilled spirits, and wine where the context permits such applications. Unless the context otherwise expressly states or requires, the term "alcoholic beverage" or "alcoholic beverages" shall have the same meaning as defined by KRS 241.010(2) and shall include distilled spirits, wine, and malt beverages.
- B. Nothing contained in this ordinance shall excuse or relieve the owner, proprietor, employee or person in charge of any licensed premises in Spencer County where alcoholic beverages are sold from the restrictions, requirements and penalties of any other ordinance of Spencer County or any State and/or Federal statutes or regulations.

Section 1.04 DEPOSIT OF FEES, FINES TO GENERAL FUNDS

All monies derived from license fees or from fines as provided in this ordinance shall be paid to the treasury of the County and become a part of the general funds of the County.

Section 1.05 NOTICE TO STATE ABC BOARD OF FEES LEVIED

This ordinance is and shall be subject to the provisions of KRS 243.600. Spencer County shall give notice to the State Alcoholic Beverage Board of any fees or assessments fixed and/or levied under the provisions of this ordinance.

ARTICLE TWO: ADMINISTRATION

Section 2.01 ALCOHOL BEVERAGE CONTROL ADMINISTRATOR

Pursuant to KRS 241.110, the duties of the Spencer County Beverage Control Administrator ("County ABC Administrator") as hereinafter established in this ordinance shall be assigned to the office of the County Judge Executive ("Judge"). The Judge shall have the power and authority to designate and appoint individuals as Deputy Alcoholic Beverage Control Administrators ("Deputy ABC Administrators"), to assist in the responsibilities of the office of

2

18

the County ABC Administrator. The County ABC Administrator shall have the power and authority to promulgate such regulations as may be necessary to implement this chapter, pursuant to KRS 241.190 and KRS 241.060.

Section 2.02 FUNCTIONS, DUTIES AND POWERS

A. The functions of the County ABC Administrator shall be the same with respect to the County's alcohol licenses and regulations as the functions of the Kentucky Alcoholic Beverage Control Board (the "State Board") with respect to State alcohol licenses and regulations, as provided in KRS 241.140, except that no regulations of the County ABC Administrator shall be less stringent than the statutes relating to alcoholic beverage control or the regulations of the State Board. No regulation of the County ABC Administrator shall become effective until it has been appropriately approved by Spencer County Fiscal Court.

B. The County ABC Administrator shall have the same powers and duties with respect to suspension and revocation for cause of alcohol licenses issued by the County as the State Board has with respect to alcohol licenses issued by the State under KRS 241.110 and KRS 241.140.

Section 2.03 RIGHT OF INSPECTION

The County ABC Administrator, his designees/appointees and/or Spencer County law enforcement officers shall have available at all reasonable times for their inspection, all books and records required to be maintained by licensees pursuant to KRS 244.150 and all other applicable State laws and regulations. Further, the Spencer County ABC Administrator shall simultaneously receive copies of all reports submitted by licensees to the State Alcoholic Beverage Control Board.

Section 2.04 APPEALS FROM COUNTY ABC ADMINISTRATOR

Appeals from any order of the County ABC Administrator may be taken to the State Alcoholic Beverage Control Board by filing with the Board within thirty (30) days a certified copy of the order of the County ABC Administrator from which the appeal is taken. Matters at issue shall be heard by the Board as upon an original proceeding, and the appeal shall be governed in accordance with KRS 241.150, KRS 243.550 and all other applicable State law.

Section 2.05 OATH AND BOND OF LOCAL ABC ADMINISTRATOR EMPLOYEES

A. Each County ABC Administrator, before entering upon his duties as such, shall take the oath prescribed in Section 228 of the Constitution of the Commonwealth of Kentucky, and shall execute a bond with a good corporate surety in the penal sum of not less than One Thousand Dollars (\$1,000).

B. Each County ABC Administrator may require any County employee under his supervision to execute a similar bond in such penal sum as he deems necessary.

C. The cost of bonds given under this section shall be borne by the County, in accordance with KRS 241.110.

ARTICLE THREE: LICENSING REGULATIONS

Section 3.01 NUMBER AND TYPE OF LICENSES

The number and type of licenses for the manufacturing and/or trafficking in alcoholic beverages issued in the County shall not exceed the number and type of licenses as provided for and established under Kentucky Revised Statutes and all Kentucky Administrative Regulations promulgated pursuant thereto, as may be amended from time to time.

Section 3.02 LICENSE REQUIRED FOR SALE

No person shall, within the County, sell or dispense at retail or have in his possession for sale, nor manufacture or transport within the County for sale, any alcoholic beverages unless he shall first procure and have issued to him the appropriate license issued under the provisions of this ordinance, all State statutes and all administrative regulations adopted pursuant thereto. Any revocation, suspension, non-renewal or other action which obviates any license for the sale of alcoholic beverages issued by the State shall also operate to invalidate and make null and void the corresponding license issued pursuant to this ordinance.

Section 3.03 TYPE OF LICENSES; FEES

1. With respect to restaurant wine licenses:

Bona fide restaurants open to the general public having dining facilities for not less than fifty (50) persons.

A. The term "restaurant" as used in this section shall have the same meaning as currently provided at KRS 241.010, to-wit: "a facility where the usual and customary business is the serving of meals to customers, that has a bona fide kitchen facility, and that receives at least fifty per cent (50%) of its gross receipts from the sale of food".

2. Types of License for Distilled Spirits and Wine; Annual Fees.

The County shall have the power and authority to issue the following types of licenses for the sale and trafficking in distilled spirits and wine, upon proper application and payment of the below prescribed annual fees. All license fees indicated are on a per annum basis, unless otherwise expressly indicated.

A. Types of Retail Licenses Defined

TERM, Regular DAY, 7th DAY OF, December 20 09

1. **Retail Package License (distilled spirits and wine):** This license shall authorize the retail sale of distilled spirits and wine for consumption other than on the premises.
2. **Restaurant Wine License:** This license shall authorize the retail sale of wine for consumption on the licensed premises in accordance with the restrictions set forth in this section.

**B. LICENSE FEES - DISTILLED SPIRITS AND WINE**

	Type of License	Fee
A	Retail Package License (distilled spirits and wine)	\$400.00
B	Restaurant Wine License (distilled spirits and wine consumption on premises)	\$600.00 new \$400.00 renewal
C	Special Temporary Wine License (per event)	\$50.00 per event

**C. MALT BEVERAGE LICENSES; FEES**

The County shall have the power and authority to issue the following types of licenses for the sale and trafficking of malt beverages upon proper application and the payment of prescribed fees as set forth below. All fees stated are on a per annum basis, unless otherwise expressly indicated.

	Type of License	Fee
A	Retail Malt Beverage License	\$400.00 new \$150.00 renewal
B	Special Temporary Retail Malt Beverage License (per event)	\$25.00 per event

**D. SPECIAL TEMPORARY LICENSES**

**1. Special Temporary Retail Malt Beverage License**

- A. The County shall have the power and authority to issue a special temporary retail malt beverage license upon proper application and payment of the prescribed fee. This license shall authorize the retail sale and consumption of malt beverages on the premises of any approved and licensed special temporary occasion such as fairs, sporting events, entertainment events or other approved public events.
- B. As indicated in Section 3.03(C)(2) above, the fee for this license shall be \$25.00 per event.

5

**2. Special Temporary Wine License**

- A. The County shall have the power and authority to issue a special temporary wine license upon proper application and payment of the prescribed fee. This license shall authorize the retail sale and consumption of wine on the premises of any approved and licensed special temporary occasion such as fairs, sporting events, entertainment events or other approved public events.
- B. As indicated in Section 3.03(B)(3) above, the fee for this license shall be \$50.00 per event.

**E. SPECIAL PRIVATE CLUB LICENSE FOR BEER ONLY; FEE REQUIRED**

1. The County shall have the power and authority to issue a special private club license to any nonprofit social, fraternal, military or political organization or club which maintains or operates designated premises from which the general public is excluded. All restrictions and prohibitions otherwise applying to a malt beverage licensee shall apply to a special private club licensee.
2. In order to assure that the general public is excluded from the designated premises of a private club license holder, the following guidelines must be met:
  - A. Each private club member shall be issued a membership card which can be readily produced while visiting said club;
  - B. Each private club member shall be limited to no more than two (2) non-member guests at any club function or event; and
  - C. A written log shall be maintained of all non-member guests.
3. The fee for this category of license shall be:

Type of License	Fee
Special Private Club License, per annum	\$300.00

**Section 3.04 LICENSES PERMITTED**

In accordance with KRS 242.125, Spencer County shall have the power and authority to issue any license for the manufacturing, trafficking and sale of alcoholic beverages permitted by KRS 243.060, or the issuance of any other reasonable administrative regulations as may be necessary for the enforcement or administration of applicable State statutes and regulations and/or county ordinances.

20

Section 3.05 REGULATIONS TO CONFORM TO STATE LAW

All regulations which may be issued to administer KRS 242.125, this section of the Spencer County Alcoholic Beverage Control Ordinance, and/or any other provisions of State law or county ordinance shall conform to the requirements of KRS 241.140.

Section 3.06 LICENSE TERM; RENEWALS; AND WHEN LICENSE FEE DUE

- A. All required fees, as indicated above, for any form of alcoholic beverage license shall be due upon submission of any original application or application for renewal. The license applicant shall submit all required fees along with the application forms required for issuance of any alcoholic beverage license under this chapter. The required fee shall be paid by cash, certified check, or postal or express money order.
- B. All fees required to be paid upon submission of any original application or application for renewal of alcoholic beverage license under this ordinance shall be held on deposit by the County pending State license approval and issuance of the required State license. In the event that any requested State license is not issued for any reason, the applicant must submit a written request for a refund of all license fees paid in relation to the requested licenses not issued. The applicant's written request for refund must be submitted to the County ABC Administrator. Upon proper written request, the County will refund the license fees submitted by the applicant for any license(s) not issued, but the County will retain Fifty Dollars (\$50) per license fee paid for processing costs. In the event that any license fee submitted is Fifty Dollars (\$50) or less, there will be no refund from the County as the entire amount will be retained for processing costs.
- C. All alcoholic beverage licenses issued under this chapter shall expire on January 31 of each year, and all renewal applications and license renewal fees shall be due and payable on February 1 of each year.

Section 3.07 PRO-RATED LICENSE FEE

When any applicant makes application for a new license authorized to be issued under this chapter, he shall be charged the full fee for the respective license if six (6) months or more remain before the license is due to be renewed and one-half (1/2) the fee if less than six months remain before the license is due to be renewed. No abatement of license fee shall be permitted to any person who held a license of the same kind for the same premises in the preceding period and who was actually doing business under the license during the last month of the preceding license period.

Section 3.08 REFUNDS PROHIBITED

In the event any licensee shall cease doing business for any reason, no refund of any license fee required hereunder shall be granted.

Section 3.09 ASSIGNMENT, TRANSFER OR LICENSE REPLACEMENT

- A. The assignment, transfer or other form of acquisition of an interest in an alcoholic beverage license of whatever nature shall be governed by the provisions of KRS 243.630, 243.640, 243.650, 243.660 and all other applicable State law. An approval by the State Alcoholic Beverage Control Board of any proposed assignment, transfer or other acquisition of interest in a duly issued alcoholic beverage license shall be deemed an approval by the County and non-approval by the State shall be deemed as non-approval by the County. No County alcoholic beverage license may be sold, assigned or otherwise transferred unless the proposed transfer has first been approved by the State Alcoholic Beverage Control Board pursuant to applicable state law. A transfer fee of \$25 shall be paid to the County upon any permitted assignment or transfer of an alcoholic beverage license.
- B. In the event that an alcoholic beverage license has been lost or destroyed, the local ABC Administrator may issue a duplicate or replacement license upon payment of a fee of \$25.

Section 3.10 POSTING OF LICENSE

Each license issued by the County pursuant to this chapter shall be posted at the licensed premises in the same manner as prescribed by KRS 243.620 for State licenses. An exact duplicate or facsimile of each license issued by the County under this chapter shall remain in the local ABC Administrator's office as part of the public record.

Section 3.11 WHOLESALE DISTRIBUTORS

Every wholesale distributor of alcoholic beverages who sells or conducts business with Spencer County shall report to the County ABC Administrator on a form to be provided by the County, the following information:

- 1. The names of all retailers to whom alcoholic beverages were sold in the preceding quarter; and
- 2. The net revenues received by the wholesaler or distributor from each retailer.

ARTICLE FOUR: APPLICATION PROCESS AND ISSUANCE OF LICENSES

Section 4.01 APPLICATION FOR STATE LICENSE

All applicants for alcoholic beverage licenses available pursuant to this ordinance must submit the appropriate application for issuance of a State license as stipulated in KRS 243.380 and all other applicable State law.

Section 4.02 LOCAL ADMINISTRATOR TO APPROVE APPLICATION

Pursuant to applicable State law, an applicant for an alcoholic beverage license must first have his State license approved by the County Alcoholic Beverage Control Administrator before the

applicant is eligible to apply for a State license. An applicant for a license under this chapter shall file with the County Alcoholic Beverage Control Administrator a copy of the State license application as required by the State, along with any County license application that may be required. The County license application shall be in a form prescribed by the County ABC Administrator and the application form shall be made available to interested applicants through the County Judge Executive's Office. The county license application shall be properly subscribed and sworn to before a notary public or other officer authorized to administer an oath and shall include an identification of the premises where alcoholic beverages are to be sold, either by way of the street number or otherwise, along with the name of the owner of the premises, and shall be accompanied by a certified copy of the deed or lease agreement through which the applicant holds possessory interest in the premises, in addition to any other information required on the application form as may be prescribed by the County ABC Administrator. In the event that the applicant is a corporation or a limited liability company, the applicant shall provide personal information as may be required on the application form (by way of example, name, age, date of birth, Social Security number, address, etc.) for each shareholder, officer and/or director of the corporation and/or member of the limited liability company, whichever applies.

**Section 4.03 APPLICANT'S CONSENT TO INSPECTION, SEARCH AND REGULATORY ACTION**

The County license application shall include the acknowledged consent of each and every applicant to permit the County ABC Administrator and his designees to inspect and search the licensed premises at any reasonable time, to confiscate articles found on the premises in violation of any ordinance or statute, to order an emergency temporary closure of the premises if the public health, safety, morals and/or welfare is threatened by one or more violation of any ordinance or statute involving disturbance of the peace or public disorder. A temporary closure of the licensed premises is permitted hereunder and shall remain in effect until review of the alleged violations by the County ABC Administrator which shall be completed within thirty-six (36) hours after the temporary closure becomes effective. Upon expiration of the 36-hour period of temporary closure, the County ABC Administrator shall either suspend or revoke the license pursuant to the provisions of this ordinance, in the event that sufficient grounds for suspension or revocation are found, or else vacate the order of temporary closure.

**Section 4.04 CAUSES FOR REFUSAL TO ISSUE OR RENEW LICENSE, OR SUSPENSION OR REVOCATION OF LICENSE**

**A. STATE LAW REFERENCES**

Causes for refusal to issue or renew a County license or for suspension or revocation of a County license shall be the same as provided for State licenses pursuant to KRS 243.450, 243.490, and 243.500.

9

**B. VIOLATION OF COUNTY ORDINANCE**

In addition to the above State law references, violation of any County ordinance concerning alcoholic beverage licensing, sales or the administration thereof shall also be grounds for refusal to issue or renew a license or suspension or revocation of a license.

**C. DELINQUENT TAXES OR FEES**

No license for the sale or trafficking of alcoholic beverages shall be granted or renewed to any person or entity that is delinquent in the payment of any taxes or fees due the County at the time of application for the license, nor shall any license be granted or renewed to sell alcoholic beverages upon any premises or property, owned and/or occupied by the licensee, for which there are any delinquent taxes or fees due the County. If the licensee becomes delinquent in the payment of any taxes due to the County at anytime during a license period, the license to sell alcoholic beverages shall be subject to revocation or suspension. The County ABC Administrator may, in his discretion, approve a license to sell alcoholic beverages after receiving from the Spencer County Attorney a written statement to the effect that the applicant for a license has paid or has made satisfactory arrangements with the Spencer County Attorney to pay any indebtedness represented by the unpaid and delinquent taxes or fees.

**D. APPEALS**

Appeals may be taken from any decision of the County ABC Administrator to the State Alcoholic Beverage Control Board, pursuant to the provisions of KRS 241.150 and 243.550, and all other applicable State law.

**Section 4.05 APPROVAL OR DENIAL OF APPLICATION OR RENEWAL**

A. If upon review of the license application, the County ABC Administrator determines that the applicant has complied with all requirements and regulatory provisions of this ordinance and applicable state law, that the premises sought to be licensed meets all requirements of this ordinance and applicable State law and that there are no causes for denial of a license, the County ABC Administrator shall approve that application.

B. If the County ABC Administrator has reasonable grounds to believe that an applicant has violated any law, rule or regulation relating to alcoholic beverages, he may issue to the applicant a written order setting forth such violations and requiring the applicant to show cause why the requested license should be issued. The County ABC Administrator shall have the right to order, and the applicant shall have the right to request, an evidentiary hearing to examine any violation set forth in the show cause order issued by the County ABC Administrator. Any decision by the ABC County Administrator on the application shall be subject to appeal as provided under this chapter and applicable State law.

Section 4.06 ISSUANCE OF COUNTY LICENSE

Upon issuance of a State license, the requested County license shall be issued, subject to the provisions of this ordinance and State law concerning renewal, revocation and/or suspension. No license shall be issued by the clerk without the approval of the County ABC Administrator, which approval shall be granted only after the County receives an exact duplicate or facsimile copy of the State license issued to the applicant. The County license shall be in a form as prescribed by the County ABC Administrator and shall conform with the requirements of KRS 243.440.

Section 4.07 POSTING OF LICENSES

Each County license issued under this ordinance shall be a licensed premises in the same manner as prescribed by KRS 243.620 State licenses. An exact duplicate or facsimile of each County license issued under this chapter shall remain in the County Clerk's Office the public record.

Section 4.08 PERSONS WHO MAY NOT RECEIVE A LICENSE

## A. PERSON AS APPLICANT

1. No license shall be issued under this chapter until after the applicant has been issued the appropriate State license by the Commonwealth of Kentucky.
2. No license shall be issued to any person under 21 years of age.
3. No license shall be issued to any person who is not a citizen of the United States and has not had an actual, bona fide residence in this State for at least one (1) year before the date on which his or her application for a license is made.
4. No license shall be issued to any natural person if he or she:
  - a. has been convicted of any felony in the five (5) years immediately preceding the date of application. The five years shall be from the date of conviction, released from custody or incarceration, parole or termination of probation, whichever is later;
  - b. has been convicted of any misdemeanor involving the controlled substances described under Kentucky Revised Statutes 218A in the two (2) years immediately preceding the application;
  - c. has been convicted of any misdemeanor directly or indirectly attributable to the use of alcoholic beverages in the two (2) years immediately preceding the application; or
  - d. has had any license issued under this ordinance relating to the regulation or the manufacture, sale and transportation of alcoholic beverages revoked for cause or has been convicted of a violation of any such state statute, until the expiration of two (2) years from the date of the revocation or conviction.

11

## B. CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP OR LIMITED LIABILITY COMPANY AS APPLICANT

No license shall be issued to a partnership, limited partnership, limited liability company or corporation if:

- i. any member of the partnership or limited liability company, or any of the directors, principal officers, shareholders and managers of the corporate entity do not qualify under subsection A of this section;
- ii. if the applicant has had any license issued under this ordinance relating to the regulation of the manufacture, sale or the transportation of alcoholic beverages revoked for cause or has been convicted of a violation of any criminal offense referenced as set forth above in subsection A(4) of this section, until the expiration of two (2) years from the date of the revocation or conviction; or
- iii. if any member of the partnership, limited partnership, limited liability company, or any director, officer, shareholder or manager of the corporate entity has had any license issued under any statute relating to the regulation of the manufacture, sale or transportation of alcoholic beverages revoked for cause or has been convicted of any criminal offense referenced as set forth above in subsection A(4) of this section, until expiration of the latter of two (2) years from the date of revocation or two (2) years from the date of conviction.

ARTICLE FIVE: PROHIBITIONS, RESTRICTIONS AND GENERAL REGULATIONSSection 5.01 HOURS OF SALE

- A. Premises for which there has been granted a license for the retail sales of alcoholic beverages shall be permitted to sell or offer for sale alcoholic beverages only between the hours of 6:00 am and 12:00 am each day, except Sunday. It shall be unlawful to sell or offer for sale any alcoholic beverage during the twenty-four (24) hours of each Sunday.
- B. It shall be unlawful to keep open for business or permit the public to remain within, or to permit consumption of alcoholic beverages in or upon any premises in which alcoholic beverages are sold at retail during the hours within which the sale of alcoholic beverages is prohibited, provided, however, that in the case of bona fide restaurants and hotels/motels/rooms, such establishments may be kept open for business during such hours when alcoholic beverage sales are prohibited, but no alcoholic beverages may be sold to the public during such hours.
- C. It shall be unlawful to sell or offer in sale, at retail, in or upon any licensed premises, any alcoholic beverages on the day of any primary elections or general elections, during the hours in which the polls are open within the precincts in which such election is being held.

12

TERM, Regular DAY, 7th DAY OF, December 20 09

Section 5.02 GENERAL REGULATIONS AND RESTRICTIONS

- A. No gambling or game of chance, unless otherwise authorized by the Commonwealth of Kentucky, shall be permitted in any form on the licensed premises. Dice, slot machines, or any device of chance is prohibited and shall not be kept on the premises.
- B. It shall be unlawful for any licensee licensed under this chapter to have or maintain any radio receiving apparatus on the premises which is intentionally adjusted so as to receive police messages broadcast from any law enforcement agency in Spencer County, as it is now or may hereafter be operated. In addition to other penalties provided for the violation of this section, the Sheriff or the County ABC Administrator shall have the authority to confiscate any and all radio receiving apparatus.
- C. The licensee shall be responsible for maintaining security on his or her premises, including providing adequate outside lighting to permit customers to utilize the parking area, and to promote the safety, health and welfare of the general public utilizing the licensed premises. Security standards are further necessary to discourage unlawful activity in and around the licensed premises.
- D. Any off premises signage advertising the sale of alcoholic beverages is prohibited.
- E. No wholesaler or distributor shall sell any alcoholic beverages to any person in the County for any consideration except under the usual credit or cash terms of the wholesaler or distributor at or before the time of delivery. Nor shall any retail licensee sell to a purchaser for any consideration except for cash at time of purchase.
- F. All restaurants and dining shall distribute alcoholic beverages only during times in which their kitchen is open and their food staff is on duty.

Section 5.03 ADVERTISING RESTRICTIONS

- A. Signage. Signage which refers directly or indirectly to alcoholic beverages will be limited to one (1) sign not over two (2) square feet that must be displayed from the inside window or interior of the business. No additional signs, banners, posters or other type of display advertising which refers either directly or indirectly to alcoholic beverages shall be displayed on or be visible from the exterior of any premises licensed for the sale of alcoholic beverages, except that reference to such may be included in the name of the business. This restriction shall not prevent any licensee from placing in the window of the licensed premises menus or other price cards not larger than 11"x14" in size, setting forth the price at which the licensee offers items for sale, including alcoholic beverages.
- B. No flashing lights shall be used to illuminate the exterior of any premises licensed under this chapter.

13

- C. It shall be unlawful for a licensee under this chapter to distribute or cause to be distributed any handbills, circulars or cards as a medium for advertising alcoholic beverages.
- D. Any advertising by any licensee under this chapter shall be in compliance with KRS 244.130.

Section 5.04 LICENSE TO BECOME VOID IF BUSINESS DORMANT

Any license for the sale of alcoholic beverages issued under this chapter shall become null and void in the event that no business is transacted under the license for a period of ninety (90) days. If no business is transacted under any license issued under this chapter during any consecutive 90-day period, the license shall be surrendered to the County ABC Administrator, except that any licensee who is unable to continue in business at the licensed premises may apply to the Commonwealth of Kentucky Alcoholic Beverage Control Department, pursuant to 804 KAR 4:110, as amended from time to time, to continue such license in dormancy. In the event that a period of dormancy is applied for and granted by the State ABC Administrator, the licensee shall immediately notify the County ABC Administrator. Upon resumption of business or transfer or assignment of the license, the licensee shall notify the County ABC Administrator and a fee shall be due and payable for the period the license was in dormancy in the same amount due had the license remained active for the same period.

Section 5.05 LICENSE TO DISPLAY WARNING TO MINORS

It shall be the duty of every retail licensee to display at all times in a prominent place a printed card not smaller than 12" x 16" which shall read substantially as follows:

WARNING TO MINORS: ANY PERSON UNDER THE AGE OF TWENTY-ONE (21) IS SUBJECT TO A FINE OF UP TO ONE HUNDRED DOLLARS (\$100) IF THEY:

1. Enter licensed premises to buy, or have served to them, alcoholic beverages;
2. Purchase or attempt to buy, or have served to them, alcoholic beverages;
3. Misrepresent their age for the purpose of purchasing or obtaining alcoholic beverages.

Section 5.06 ACCOUNTING REQUIREMENT

Every licensee under this chapter shall keep and maintain adequate books and records of all transactions involving the sale of alcoholic beverages and food in the same manner required by the reasonable rules and regulations of the State Alcoholic Beverage Control Board, or such rules and regulations as may be from time to time promulgated by the County ABC Administrator. Such books and records shall be made available at all reasonable times for inspection by the County ABC Administrator or his appointed designee.

Section 5.07 LICENSEE TO OBTAIN COPY OF ORDINANCE

- A. Upon timely request by the licensee, the County ABC Administrator shall furnish to each and every licensee a copy of this ordinance at the time the license is issued with signed receipt from the licensee. Any changes or amendments to this ordinance shall be forwarded to each licensee at the address on the license. Failure to receive or review such changes or amendments or review the ordinance shall not be an excuse or justification for any violation, nor shall failure to receive or review any changes or amendments prevent, remit or decrease any penalty for any violation of this ordinance.
- B. It shall be the duty of the licensee under this ordinance to obtain a copy of this ordinance from the County ABC Administrator. Further, the cost of obtaining a copy of this ordinance shall be borne by the licensee.

Section 5.08 INSPECTIONS

Every applicant procuring a license pursuant to this ordinance consents and must submit to the entry upon licensed premises by the State or City police, County Sheriff, the County ABC Administrator or other duly authorized representative of the County, City or State at all reasonable hours for the purpose of inspection and search of the premises, and consents to the removal from the premises of all things and articles contained on the premises in violation of county ordinances or state law, and consents to the introduction of such things and articles into evidence of any prosecution that may be brought for such offenses.

Section 5.09 MANDATORY RESPONSIBLE BEVERAGE SERVICE TRAINING; STANDARDS FOR CERTIFICATION

- A. All persons, corporations, associations, restaurants, businesses, clubs or other entities licensed or employed in the sales and service of alcoholic beverages, including the retail sale of alcoholic beverages by the package or drink, shall participate in and complete a mandatory responsible beverage service training program approved by the County ABC Administrator. Before approval is granted, the County ABC Administrator, shall first be satisfied that the training program is genuine and effectively trains all participants in the recognition of false identification and age documents as well as the human characteristics of alcohol and/or drug intoxication. The County shall not require enrollment in any particular class or classes, but only require that the training be obtained from a recognized person, program or agency with a bona fide curriculum that meets the goals expressed herein.
- B. All persons, corporations, associations, restaurants, businesses, clubs or other entities licensed by Spencer County for the sale of alcoholic beverages shall require all their employees who are engaged in the selling or serving of alcoholic beverages or the managing of premises on which such sales are offered to complete a responsible beverage service training class approved by the County ABC Administrator.

15

- C. Subsections (a) and (b) above shall not apply to any Manufacturer of alcoholic beverages as this term is defined in KRS 241.010(29) or any other person, corporation, association, business or other entity licensed for the wholesale of alcoholic beverages.
- D. Standards for Certification. The training person or agency must reasonably instruct upon and certify the participant's competence in at least the following:
1. Pertinent federal, state and local laws related to the sale of alcohol;
  2. Verification of age, forms of identification and usual methods of false or misleading age identification;
  3. The effect of alcohol on humans and the physiology of alcohol intoxication, including the effect of alcohol on pregnant women, their fetuses and other situations involving the use of alcohol by persons vulnerable to its effects;
  4. Recognition of the signs of intoxication;
  5. Strategies for intervention and prevention of underage and intoxicated persons from consuming alcohol;
  6. The licensee's policies and guidelines, including the employee's role in observing those policies; and
  7. Potential liability of persons serving alcohol.

The person providing the responsible beverage service training shall be certified by the government agency, industry or organization that sponsors or develops the training curriculum.

- E. All persons required to undergo the training set forth in paragraph (a) above shall complete same within one hundred twenty (120) days of the effective date of this ordinance. New licensees, employees, officers and agents shall complete the mandatory responsible beverage service training within sixty (60) days from the date of employment. Licensees, employees, officers or agents who fail to complete the mandatory responsible beverage service training within the prescribed time shall not sell or serve alcoholic beverages on the licensed premises until they have successfully completed the required training. All persons completing the training requirements in this section shall be recertified in responsible beverage service training from a program approved by the County ABC Administrator under the foregoing criteria not less than once every three (3) years.
- F. Personnel Certification Records. Each licensee shall maintain written proof of completion of service training on its business premises for each person connected with its business for whom training is required under this ordinance. Training records shall be retained by the licensee for a minimum of three (3) years. Upon request of the Alcoholic Beverage Control Administrator, all licensees and other persons engaged in the sales or service of alcoholic

16

TERM, Regular DAY, 7th DAY OF, December 20 09

beverages by the package or drink shall present proof of completion of the responsible beverage service training required herein.

G. Penalties:

1. No person, corporation, association, restaurant, business, club or other entity holding a license for the sale of distilled spirits, wine and/or malt beverages by the package or drink shall intentionally, willfully, knowingly, or wantonly authorize, direct, permit, allow or cause any employee, officer or agent of the licensee who has not completed the mandatory service training required in this section, to sell or serve any alcoholic beverages to anyone on the licensed premises.
2. Any person, corporation, licensee, association, restaurant, business, club or other entity or any employee thereof, found to be in violation of any subsection of this ordinance, shall upon conviction thereof, be fined in an amount not to exceed One Hundred Dollars (\$100.00); for subsequent violations within a two (2) year period and upon conviction thereof, a fine not to exceed Five Hundred Dollars (\$500.00). Each day a violation occurs shall constitute a separate offense.

ARTICLE SIX: CONDUCT, LOCATION PREMISES AND STRUCTURE REQUIREMENTS

Section 6.01 CONDUCT REQUIREMENT

Each licensed premises shall at all times be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time on any licensed premises.

Section 6.02 ZONING RESTRICTIONS; LOCATION, PREMISES AND STRUCTURE REQUIREMENTS

- A. No license shall be issued under this ordinance for the sale or trafficking in any alcoholic beverages at any premises or location where such business is prohibited under the County's zoning ordinances or any other ordinances of the County as may be amended or supplemented from time to time, and any license issued in violation of this section shall be null and void.
- B. No license shall be issued under this ordinance unless the premises to be licensed conforms to the sanitary, safety and building code requirements of the County and rules and regulations of the State and Local Board of Health applicable thereto. Further, the County ABC Administrator shall not grant any alcoholic beverage license until the license applicant and the intended licensed premises have been approved by the State Health Department and County Code Enforcement Officer with respect to all applicable building codes.
- C. Any licensee holding a license which permits the sale and consumption of alcoholic beverages on the premises where sold shall maintain an easily discernible physical barrier

17

between the general dining area and any bar area. The separate bar area shall be posted "Persons under Twenty One (21) years of age may not enter or remain in this area".

- D. Any licensee holding a license which will be conducting sales through a drive thru window shall not locate that window in the rear of the premises. The drive thru window must be located in plain sight on either side of the premises or the front of the premises.

ARTICLE SEVEN: PENALTY FOR VIOLATIONS

Section 7.01 PENALTY FOR VIOLATIONS

- A. Any person who violates any provision of this ordinance for which no specific penalty is otherwise provided shall be guilty of a misdemeanor and shall, in addition to other penalties provided by law, be subject to the following penalties:
  1. For the first offense, a fine not to exceed Five Hundred Dollars (\$500); and
  2. For any subsequent offense, a fine not to exceed Five Hundred Dollars (\$500) or confinement in jail not more than six (6) months, or both.
- B. In addition to any other penalty provided for herein or as provided under any other applicable federal, state, or local law or regulation, any licensee violating any provision of this ordinance shall be subject to suspension or revocation of any and all licenses issued under this chapter.

PASSED AND APPROVED ON FIRST READING, THIS 16<sup>th</sup> DAY OF NOV, 2009.

PASSED AND APPROVED ON SECOND READING AND PUBLICATION ORDERED, THIS 17<sup>th</sup> DAY OF DEC, 2009.

APPROVED:

DAVID JENKINS  
COUNTY JUDGE EXECUTIVE

ATTEST

Judy Beckert, County Clerk

TERM, Regular DAY, 7th DAY OF, December 20 09

Judge Jenkins talked about the a Grant Assistance Agreement for the city from the Kentucky Infrastructure Authority and the need to transfer it.

On motion of Esq. Henry, second by Esq. Goodlett, all members of the court present voting "Aye", it is hereby ordered by the court to approve the transfer of the Grant Assistance Agreement with Resolution SX2121501.

KENTUCKY INFRASTRUCTURE AUTHORITY  
2004 GENERAL ASSEMBLY  
HOUSE BILL 287  
GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21215001  
GRANT ID #: 284T-2005  
GRANT AMOUNT: 100,000.00  
GRANTEE: Spencer County Fiscal Court  
DATE OF AGREEMENT:

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement ("Agreement") is made and entered into this date, \_\_\_\_\_, 200\_, by and between the KENTUCKY INFRASTRUCTURE AUTHORITY ("Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Spencer County Fiscal Court ("Grantee").

WHEREAS, the General Assembly of the Commonwealth of Kentucky, at its 1988 Regular Session, amended Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, an agency of the Commonwealth attached to the Governor's Office, is charged pursuant to KRS 224A.300 with coordinating the implementation of infrastructure projects and to this end maintains within the Water Resource Information System, a comprehensive database of profiles of each community's water and wastewater projects; and

WHEREAS, the 2004 General Assembly included in the Commonwealth's 2004-2006 biennial Budget funding for the Grantee's infrastructure project, the subject of this Agreement; and

WHEREAS, the Grantee now seeks to implement the Project as identified in the 2004-2006 Budget of the Commonwealth and the Authority has determined that the Project is a Project within the meaning of the Act, and has been shown to be consistent with the

Area Water Management Plan where applicable; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project described in the Grantee's Project Profile.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for the other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

WITNESS

SECTION 1 - DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which are hereby incorporated in this Agreement by reference, the same as if set forth hereby verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

Agreement shall mean this Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to the governmental agency, unit of government, or private, investor-owned water system by the Authority.

Area Water Management Council shall mean the council designated as the planning body for the area, which shall prepare the Area Water Management Plan and approve all Project Profiles for water and wastewater projects.

Area Water Management Plan shall mean the plan that identifies current and future water supply, drinking water, and wastewater service needs of the area.

Authority shall mean the Kentucky Infrastructure Authority created by the Act as amended, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured by the Grantee in connection with the Project identified in the Project

**Profile Database.**

**Grantee** shall mean the Spencer County Fiscal Court or the Spencer County Fiscal Court's designee that is a governmental agency or unit of government or any private, investor owned utility within the Commonwealth eligible for funding under the Program in accordance with the Act, now having been or hereafter being granted the authority and power to finance, acquire, construct, or operate a Project, and for the purposes of this Agreement shall mean that Spencer County Fiscal Court identified in the Project Profile or the 2005 biennial Budget of the Commonwealth.

**Grant** shall mean the funds effected under this Agreement from the Authority to the Grantee in the principal amount set forth in the 2004-2006 Budget of the Commonwealth, for the purpose of defraying the costs incidental to the Project.

**Kentucky Water Management Plan** shall mean the guide and strategy that incorporates and analyzes each Area Water Management Plan and provides an assessment of future needs and allocation of funding for water and wastewater services throughout the Commonwealth.

**Program** shall mean the program authorized by KRS 224A.035 for the Authority to engage in a program of assistance to designated entities with respect to the construction and acquisition of water and wastewater infrastructure projects.

**Project** shall mean, when used generally, water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee, the Project described in the Project Profile.

**Project Administrator** shall mean that individual designated in writing to the Authority by the Grantee, who has the responsibility of supervising the Project and coordinating the preparation of all documentation with respect to the Project.

**Project Budget** shall mean a list of Project expenses and funding sources, in the form set forth in Exhibit 1.

**Project Profile** shall mean those specific details of the Project, approved by the Area Water Management Council as being consistent with the Area Water Management Plan, as applicable.

**Rates and Charges** shall mean an approved schedule of charges, based on actual cost of service, to adequately provide for retirement of any related debt obligation and to provide for proper operation of the Project.

**System** shall mean the utility system owned and operated by the Grantee of which the Project shall become a part and from the earnings of which System shall be operated, maintained and insured.

**SECTION 2 - OBLIGATIONS OF THE AUTHORITY**

The Authority covenants and agrees, conditioned upon the timely performance by the other party of its respective obligations, to undertake the following obligations:

- A. The Authority shall pay to the Grantee an amount not to exceed 100,000.00 subject to the availability of appropriate funding, to complete the Project in accordance with the Project Profile, attached hereto as Exhibit 1, which is hereby incorporated herein and made a part of this Agreement. No payments shall be made until after the Project has received Clearinghouse endorsement.
- B. The Authority may make periodic reviews of the Project progress and may make inspections of the Project and send inspection reports to the Grantee. Deficiencies identified in the inspection report shall be corrected by the Grantee and the correction reported in writing to the Authority within two weeks of receipt of the Authority's inspection report.
- C. The Authority shall cooperate with the Grantee in order to facilitate the obligations set out in this Agreement.

**SECTION 3 - OBLIGATIONS OF THE GRANTEE**

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall, before any funds are released, sign and submit the Agreement, and complete and include the following Exhibits which are incorporated herein and made a part hereof:

1. Before the Project is bid, the Grantee shall complete and submit to the Authority the following:
  - a) Project profile and estimated project budget, as Exhibit 1, as an accurate description and cost estimate of the proposed project.
  - b) Original copy of the Grantee's resolution, as Exhibit 2, accepting the grant award, amending its budget to allow for receipt and expenditures of these funds, and authorizing a designated individual to execute the Agreement and all other documentation related to the Project.
  - c) A schedule of current rates and charges, as Exhibit 3. If there will be a change in the current rate structure as a result of this project, provide the proposed schedule of rates and charges.

2. After the Project is bid, the Grantee shall complete and submit to the Authority a revised Project Profile and Project Budget based on Project bids, as Exhibit 4.

The Grantee may request Grant funds after completion of Exhibits 1-4 by executing a

28

Request for Payment and Project Status Report, as provided by the Authority, and attaching appropriate documentation, including, but not limited to, invoices and receipts. The Authority may withhold release of funds until receipt of Administrative Fee pursuant to Section 7.

B. The Grantee agrees to adopt and use the Kentucky Uniform System of Accounting and Cost-Based Rates (KUSoA) and assure that rates and charges for service are based upon the cost of providing such service, if applicable to the Project. These rates and charges shall be in place no later than within 12 months of the end of the Grantee's current fiscal year.

C. The Grantee shall receive Project funds via Electronic Fund Transfer (EFT) with the EFT to be implemented by use of the form provided by the Authority.

D. The Grantee shall perform and/or cause to be performed all necessary acts to plan, design and construct the Project including, but not limited to: the procurement of land, easements and rights of way, professional services; and equipment and/or

E. The Grantee shall obtain all necessary permits, licenses and approvals from the appropriate federal, state, and/or local governmental entities prior to construction of the Project. Further, the Grantee shall require all construction contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.

F. The Grantee shall utilize the 'Fees for Professional Engineering Services—Percentage of Construction Cost', in the engineer's contract for this project, as provided by the Authority.

G. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

H. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with the Grant Agreement and all applicable laws and regulations. The Grantee shall retain all records, including all invoices, relating to the Project for three years after full execution of Exhibit 5 - Certificate of Completion.

I. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate the obligations set out in this Agreement.

J. Any unauthorized or improper expenditure of funds, or expenditure of funds other than

in accordance with the terms of this Agreement, shall be deemed a default of this Agreement by the Grantee.

K. The Grantee will proceed expeditiously with and complete the Project in accordance with the approved final design, plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee and as approved by the appropriate state and federal agencies.

L. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under this Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities may occur only with written approval of the Authority.

M. The Grantee agrees that it will at all times impose, charge and collect sufficient customer Rates and Charges.

N. The Grantee shall, within 3 months of initiation of construction of the Project, submit to

the Authority, Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD). If there is a significant deviation from the Final Design Plan during construction,

As-built plans shall also be provided to the Authority, within three months of construction completion, in the same format.

O. No project shall be considered closed out until the Authority has received, and approved, the Grantee's Certificate of Completion, referenced above as Exhibit 5.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of implementing the Project. Further the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of either party to fulfill its obligations under this Agreement shall constitute a breach of same.

B. In the event of default by the Grantee, including the failure to take actions directed herein and/or to comply with time deadlines set out in this Agreement, the Authority may declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this

Agreement including action for recovery of funds expended hereunder.

C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

#### SECTION 6 - TERMS OF AGREEMENT

A. All funds made available under this Agreement are subject to reauthorization by subsequent General Assemblies of the Commonwealth of Kentucky. Should funding for the Project not be reauthorized, this agreement may be terminated.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. The Grantee acknowledges and understands that this Agreement is funded out of a tax exempt bond issuance. Pursuant to IRS Regulation, the Authority shall not reimburse the Recipient for any activity taken by the Recipient prior to May 18, 2005, with this date representing 60 days prior to the State Property and Buildings Commission enacting the required Reimbursement Resolution.

D. Except for payments authorized through Section 6 of this Agreement, no payment shall be made under the terms of this Agreement until the Kentucky State Clearinghouse has issued Project Endorsement.

E. If additional financial assistance for this project becomes available to the Grantee after execution of this agreement, the amount of the assistance from the Authority shall be recalculated with the inclusion of the additional assistance, and the Grantee shall pay to the Authority the amount, if any, by which the grant actually made, exceeds the grant as determined by the recalculation.

#### SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay a portion of the cost of Project planning and design directly related to submission of the Project plans and specifications for review by the Division of Water and the Public Service Commission, as may be required.

B. It is specifically understood and agreed by the Grantee, in the event that the Project has not commenced construction by June 30, 2009, for whatever reason, all grant funds disbursed for Project planning and design are subject to full and immediate

repayment to the Authority.

C. Funds disbursed under this Section of the Agreement shall not exceed 50% of the Project planning and design amount.

D. Funds received under provisions of this Section shall be used solely for planning and design costs of the Project.

E. No funds shall be released under this Section until the requirements of Section 3. A. 1. of this Agreement have been met.

#### SECTION 7 - ADMINISTRATIVE FEE

Pursuant to 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (Administrative Fee on Infrastructure for Economic Development Fund Projects), the Grantee agrees to pay to the Authority an administrative fee equal to 1/2 of 1% of the principal amount of the Grant. The administrative fee shall be due and payable on the date the Grantee's initial Request for Payment and Project Status Report is submitted to the Authority.

Section 7 shall only apply to those projects funded by the Infrastructure for Economic Development Fund.

#### SECTION 8 - MISCELLANEOUS PROVISIONS Page 0 of 25

A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

30

E. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought into or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

F. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of KRS 45A.150.

G. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the Public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year above written.

ATTEST

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Title: Executive Director Title: Secretary

BY: [Signature] BY: [Signature]

Title: County Judge Executive Title: County Clerk

EXAMINED  
 LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY  
 BY: \_\_\_\_\_

RESOLUTION  
 SX21215001

RESOLUTION OF SPENCER COUNTY FISCAL COURT (GRANTEE) ACCEPTING THE GRANT, APPROVING A GRANT AGREEMENT AND A GRANT ASSIGNMENT AND ASSUMPTION AGREEMENT, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the General Assembly has appropriated funds for infrastructure projects in the 2004-2006 Budget of the Commonwealth; and

WHEREAS, the Spencer County Fiscal Court (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the "Project"); and

WHEREAS, the Grantee has previously determined and does hereby confirm that it is in the public interest that the Project be acquired and constructed by City of Taylorsville (the "Assignee"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Fiscal Court of the County of Spencer, as follows:

- SECTION 1. That the Grantee hereby accepts the grant award and approves the Grant Agreement between the Grantee and the Authority substantially in the form on file with the Grantee for the purpose of providing a portion of the necessary financing for the acquisition and construction of the Project.
- SECTION 2. That the Grantee hereby approves the Grant Assignment and Assumption Agreement between the Grantee and the Assignee substantially in the form on file with the Grantee for the purpose of providing for the acquisition and construction of the Project.
- SECTION 3. That David Jenkins is hereby authorized, directed and empowered by the Grantee to execute the Grant Agreement, the Grant Assignment and Assumption Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee in implementing the Project.
- SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on December 7, 2009.  
 Spencer County Fiscal Court, (Grantee)

[Signature] (Representative)  
 Title: Judge Executive

CERTIFICATE

WRIS NUMBER: SX21215001
GRANTEE: Spencer County Fiscal Court

I, the undersigned, hereby certify that I am the duly qualified and acting Clerk of the Spencer County Fiscal Court that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Grantee at a meeting duly held on Dec 7, 2009...

By: [Signature]
Title Co Clerk by Deputy Co Clerk

Deputy Abbi Nation with the Spencer County Clerk's Office presented the Amended budget for the office.

On motion of Esq. Drury, second by Esq. Riley, all members of the court present voting "Aye", it is hereby ordered by the court to approve the County Clerk's Amended 2009 Budget.

09 Budget Amendment

RUN DATE: 12/03/09 14:44

PAGE 1

SPENCER COUNTY CLERK'S QUARTERLY REPORT OF RECEIPT

JUDY PUCKETT
SPENCER COUNTY
P.O. BOX 544
TAYLORSVILLE, KY 40071

RECEIPTS START: 1/01/2009 RECEIPTS END: 12/03/2009 PERIOD: 1/01/2009 THRU 12/03/2009 USING EXPENSE DATE FOR ACCOUNTS. 090 - 090

Table with columns: QUARTERLY REPORT RECEIPTS, 2009 BUDGET, JAN-MAR, APR-JUN, JUL-SEP, OCT-DEC, YEAR TO DATE. Rows include: FEDERAL GRANTS/REIMBURSEMENTS, STATE GRANTS, STATE FEES FOR SERVICES, FISCAL COURT, LICENSES AND TAXES, FEES COLLECTED FOR SERVICES.

32

ORDERS

SPENCER COUNTY FISCAL COURT

TERM, Regular DAY, 7th DAY OF, December 20 09

RUN DATE: 12/23/09 14:44

PAGE 2

SPENCER COUNTY CLERK'S QUARTERLY REPORT OF RECEIPTS

JUDY PUCKETT

SPENCER COUNTY

P. O. BOX 544

TAYLORSVILLE, KY 40071

RECEIPTS START: 1/01/2009 RECEIPTS END: 12/31/2009 PERIOD: 1/01/2009 THRU 12/31/2009 DRING EXPENSE DATE FOR ACCOUNTS: 090 - 090

Table with columns: QUARTERLY REPORT RECEIPTS, 2009 BUDGET, JAN-MAR, APR-JUN, JUL-SEP, OCT-DEC, YEAR TO DATE. Rows include: Bonds, Fixture Filing, Loans, Liens & Lis Pendens, Power of Attorney, Releases, Real Estate Mortgage, Miscellaneous Recordings, Will, Estate Settlements & Accom., HOUSING TRUST FUND, Income for Other Services, Candidate Filing Fees, Copies, Postage, Cash Draw Transactions (Startup), MSP Checks Less Deductions, PRIOR YEAR ACCOUNT TRANSFERS, INTEREST EARNED, ACCOUNTS RECEIVABLE CREDIT MEMOS, FISCAL COURT SUBSIDY, MISC INCOME/REFUNDS/BANK CREDIT MEMOS, REFUNDS/OVERPAYMENTS, OUTSTANDING ACCOUNTS RECEIVABLE, TOTAL RECEIPTS.

Revenue/Expenditure totals may not be exact due to individual line item cents truncation during computation

RUN DATE: 12/23/09 14:44

PAGE 3

SPENCER COUNTY CLERK'S QUARTERLY REPORT OF RECEIPTS

JUDY PUCKETT

SPENCER COUNTY

P. O. BOX 544

TAYLORSVILLE, KY 40071

RECEIPTS START: 1/01/2009 RECEIPTS END: 12/31/2009 PERIOD: 1/01/2009 THRU 12/31/2009 DRING EXPENSE DATE FOR ACCOUNTS: 090 - 090

Table with columns: QUARTERLY REPORT DISBURSEMENTS, 2009 BUDGET, JAN-MAR, APR-JUN, JUL-SEP, OCT-DEC, YEAR TO DATE. Rows include: PAYMENTS TO STATE (Motor Vehicle, License & Transfer, Usage Tax, Ad Valorem Tax Distributions, License, Fish & Game, Delinquent Tax, Legal Process Tax, HOUSING TRUST FUND, Candidate Filing Fees), PAYMENTS TO COUNTY (Ad Valorem Tax Distributions, Delinquent Tax, Used Transfer Tax, Occupational License), PAYMENTS TO OTHER DISTRICTS (Ad Valorem Tax Distributions: Spencer County Library, Spencer County Health Department, Spencer County Board of Education, Spencer County Extension Office, City of Taylorsville, Spencer County Fire District, Ridgeview Fire District, Mount Eden Fire District; Delinquent Tax Distribution: Spencer County Library, Spencer County Health Department, Spencer County Board of Education, Spencer County Soil Conservation Dist, Spencer County Extension District, Spencer County Watershed District, Spencer County Fire District, Ridgeview Fire District).

TERM, Regular DAY, 7th DAY OF, December 20 09

RUN DATE: 12/03/09 14:44

PAGE 4

SPENCER COUNTY CLERK'S QUARTERLY REPORT OF RECEIPT  
JUDY POCKETT  
SPENCER COUNTY  
P.O. BOX 544  
TAYLORSVILLE, KY 40071

RECEIPTS START: 1/01/2009 RECEIPTS END: 12/03/2009 PERIOD: 1/01/2009 THRU 12/03/2009 USING EXPENSE DATE FOR ACCOUNTS: 090 - 090

Table with columns: QUARTERLY REPORT DISBURSMENTS, 2009 BUDGET, JAN-MAR, APR-JUN, JUL-SEP, OCT-DEC, YEAR TO DATE. Rows include: Mount Eden Fire District, PAYMENTS TO SHERIFF, PAYMENTS TO COUNTY ATTORNEY, PERSONNEL SERVICES, EMPLOYEE BENEFITS, CONTRACTED SERVICES, SUPPLIES AND MATERIALS, REFUNDS/RETURNED CHECKS, COMMUNITY EVENTS, OTHER CHARGES.

RUN DATE: 12/03/09 14:44

PAGE 5

SPENCER COUNTY CLERK'S QUARTERLY REPORT OF RECEIPT  
JUDY POCKETT  
SPENCER COUNTY  
P.O. BOX 544  
TAYLORSVILLE, KY 40071

RECEIPTS START: 1/01/2009 RECEIPTS END: 12/03/2009 PERIOD: 1/01/2009 THRU 12/03/2009 USING EXPENSE DATE FOR ACCOUNTS: 090 - 090

Table with columns: QUARTERLY REPORT DISBURSMENTS, 2009 BUDGET, JAN-MAR, APR-JUN, JUL-SEP, OCT-DEC, YEAR TO DATE. Rows include: Transfer of Funds-previous yr funds, Certificate of Deposit, Clerk's Insurance & Bonds, Miscellaneous Clerk Expenses, Legal Fees, Dues and Membership, Clerk's Final Settlement.

Revenue/Expenditure totals may not be exact due to individual line item cents truncation during computation

On motion of Esq. Drury, second by Esq. Riley, all members of the court present voting "Aye", it is hereby ordered by the court to amend the previous motion as requested by Esq. Henry so that in order to balance the budget that the difference in the changes made to the budget be placed in the excess fees that go to Fiscal Court.

On motion of Esq. Riley, second by Esq. Henry, all members of the court present voting "Aye", it is hereby ordered by the court to approve up to \$3000.00 for EMS to purchase new uniforms.

On motion of Esq. Riley, second by Esq. Drury, all members of the court present voting "Aye", it is hereby ordered by the court to approve an additional \$200.00 for EMS to purchase uniforms.

Review and Approval of Bills and Transfers:

On motion of Esq. Goodlett, second by Esq. Drury, all members of the court present voting "Aye", it is hereby ordered by the court to pay all bills and make all transfers.

34

ORDERS

SPENCER COUNTY FISCAL COURT

TERM, Regular DAY, 7th DAY OF, December 20 09

Spencer County Fiscal Court  
Open Invoice Report  
As of December 04, 2009

Page 1 of 6  
*General Fund*

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							
12/7/maint	12/07/09	0150807210 maintn fluids	12/07/09	40.38	.00	.00	40.38
12/7/sher	12/07/09	0150155760 sher car fluids	12/07/09	181.52	.00	.00	181.52
Vendor Total: A&MOIL				201.90	.00	.00	201.90
<b>Vendor: ASFORD</b> All-State Ford Truck Sales							
6035467	12/07/09	0151404430 med 3 repairs	12/07/09	365.56	.00	.00	365.56
Vendor Total: ASFORD				365.56	.00	.00	365.56
<b>Vendor: AT&amp;T</b> A T & T							
12/7/annex	12/07/09	0150865780 annex dsl	12/07/09	181.17	.00	.00	181.17
12/7/annex2	12/07/09	0150865780 annex phones	12/07/09	471.89	.00	.00	471.89
12/7/sally	12/07/09	0150055780 co ally phones/net	12/07/09	123.48	.00	.00	123.48
12/7/bdginap	12/07/09	0151154450 bdg insp phones	12/07/09	20.24	.00	.00	20.24
12/7/clerk	12/07/09	0150109730 co clerk internet	12/07/09	54.98	.00	.00	54.98
12/7/clerk2	12/07/09	0150109730 co clerk internet	12/07/09	141.98	.00	.00	141.98
12/7/clerk3	12/07/09	0150805780 cshae phones/net	12/07/09	866.86	.00	.00	866.86
12/7/clspach	12/07/09	0151453380 dispatch phones/net	12/03/09	267.93	.00	.00	267.93
12/7/d911	12/07/09	0151453380 ep11 equipment	12/07/09	2,975.10	.00	.00	2,975.10
12/7/eda	12/07/09	0150755780 eda phones/net	12/07/09	105.28	.00	.00	105.28
12/7/elevator	12/07/09	0150805520 elevator phone	12/07/09	54.29	.00	.00	54.29
12/7/ems	12/07/09	0151405780 ems phones/net	12/07/09	122.87	.00	.00	122.87
12/7/humane	12/07/09	0152055780 humane soc phones	12/07/09	37.73	.00	.00	37.73
12/7/octax	12/07/09	0150475780 octax phones/net	12/07/09	130.97	.00	.00	130.97
12/7/parks	12/07/09	0154015780 parks phones	12/07/09	58.28	.00	.00	58.28
12/7/pva	12/07/09	0150305780 pva internet	12/07/09	54.97	.00	.00	54.97
12/7/pva7	12/07/09	0150305780 pva phones	12/07/09	56.61	.00	.00	56.61
12/7/recycle	12/07/09	0152175780 recycling phone	12/07/09	20.07	.00	.00	20.07
12/7/sherff	12/07/09	0150155780 sherff phones/net	12/07/09	112.83	.00	.00	112.83
12/7/soning	12/07/09	0150705780 soning utilities	12/07/09	80.85	.00	.00	80.85
Vendor Total: AT&T				5,933.38	.00	.00	5,933.38
<b>Vendor: BENGAS</b> Bennett's Gas Company							
12/7/ems	12/07/09	0151405780 ems utilities	12/07/09	129.57	.00	.00	129.57
12/7/humane	12/07/09	0152055780 humane soc utiliti	12/07/09	7.99	.00	.00	7.99
12/7/mainten	12/07/09	0150855780 mainten bldg utilit	12/07/09	8.00	.00	.00	8.00
12/7/recycle	12/07/09	0152175780 recycling utilities	12/07/09	46.37	.00	.00	46.37
Vendor Total: BENGAS				191.88	.00	.00	191.88
<b>Vendor: C &amp; H SEC</b> C & H Security Inc							
22375-alty	12/07/09	0150055780 Dec panic alarm	12/07/09	19.98	.00	.00	19.98
22377-cshae	12/07/09	0150805780 Dec panic alarm	12/07/09	19.98	.00	.00	19.98
Vendor Total: C & H SEC				39.98	.00	.00	39.98
<b>Vendor: CARDINAL</b> Cardinal Office Products							
90386056a	12/07/09	0151404460 ems supplies	12/07/09	39.85	.00	.00	39.85
90386056b	12/07/09	0150804110 custodial supplies	12/07/09	140.51	.00	.00	140.51
90398075a	12/07/09	0150814450 judge files	12/07/09	6.38	.00	.00	6.38
90398075b	12/07/09	0150154450 sher ink cartridges	12/07/09	58.70	.00	.00	58.70
90398075c	12/07/09	0150804110 custodial cleaners	12/07/09	63.36	.00	.00	63.36
Vendor Total: CARDINAL				308.82	.00	.00	308.82

Spencer County Fiscal Court  
Open Invoice Report  
As of December 04, 2009

Page 2 of 6  
*General Fund*

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
<b>Vendor: CITY</b> Taylorsville Waterworks							
12/7/annex	12/07/09	0150865780 annex utilities	12/07/09	26.50	.00	.00	26.50
12/7/cshae	12/07/09	0150805780 cshae utilities	12/07/09	31.83	.00	.00	31.83
12/7/dspatch	12/07/09	0151453380 dispatch utilities	12/07/09	9.56	.00	.00	9.56
12/7/ems	12/07/09	0151405780 ems utilities	12/07/09	64.86	.00	.00	64.86
12/7/octax	12/07/09	0150475780 octax utilities	12/07/09	9.59	.00	.00	9.59
12/7/parks	12/07/09	0154015780 parks utilities	12/07/09	19.18	.00	.00	19.18
12/7/recycling	12/07/09	0152175780 recycling utilities	12/07/09	49.54	.00	.00	49.54
12/7/sherff	12/07/09	0150155780 sherff utilities	12/07/09	9.58	.00	.00	9.58
12/7/survey	12/07/09	0150855780 surveyor utilities	12/07/09	9.59	.00	.00	9.59
12/7/soning	12/07/09	0150705780 soning utilities	12/07/09	9.55	.00	.00	9.55
Vendor Total: CITY				239.55	.00	.00	239.55
<b>Vendor: CONCOM</b> Concept Communications Inc.							
203863	12/07/09	0150154450 sherff battery	12/07/09	58.75	.00	.00	58.75
Vendor Total: CONCOM				58.75	.00	.00	58.75
<b>Vendor: COUNTRY MT</b> Taylorsville Country Mart							
Nov09-recycle	12/07/09	0152174680 recycling fuel	12/07/09	35.00	.00	.00	35.00
Vendor Total: COUNTRY MT				35.00	.00	.00	35.00
<b>Vendor: DARS INC</b> DARS Inc							
Nov2009	12/07/09	0152054030 carcass disposal	12/07/09	2,015.78	.00	.00	2,015.78
Vendor Total: DARS INC				2,015.78	.00	.00	2,015.78
<b>Vendor: DMS</b> Discount Mini Storage							
Dec09-sher	12/07/09	0150154460 evidence storage	12/07/09	50.00	.00	.00	50.00
Vendor Total: DMS				50.00	.00	.00	50.00
<b>Vendor: DOLLARGEN</b> Dollar General Partners							
12/7/refund	12/07/09	0150475670 np lax overpayment	12/07/09	559.27	.00	.00	559.27
Vendor Total: DOLLARGEN				559.27	.00	.00	559.27
<b>Vendor: DUPLICATOR</b> Duplicator Sales & Service Inc							
028777	12/07/09	0150803380 sertry@e mainten	12/07/09	54.58	.00	.00	54.58
Vendor Total: DUPLICATOR				54.58	.00	.00	54.58
<b>Vendor: EMSCONSULT</b> EMS Consultants Ltd.							
12/7/order	12/07/09	0151404480 training dvd's	12/07/09	150.00	.00	.00	150.00
Vendor Total: EMSCONSULT				150.00	.00	.00	150.00
<b>Vendor: ETHINGTON</b> Elington Building Supply							
214615	12/07/09	0180097410 foodstorage bldg	12/07/09	44.64	.00	.00	44.64
Vendor Total: ETHINGTON				44.64	.00	.00	44.64
<b>Vendor: FLEET1</b> Fleet One							
12/7/bdginap	12/07/09	0151154450 bdg insp fuels	12/07/09	163.70	.00	.00	163.70
12/7/ems	12/07/09	0151404450 ems fuels	12/07/09	1,557.06	.00	.00	1,557.06
12/7/mainten	12/07/09	0150807210 mainten fuel	12/07/09	83.74	.00	.00	83.74
12/7/parks	12/07/09	0154014550 parks fuels	12/07/09	104.23	.00	.00	104.23
12/7/recycling	12/07/09	0152174680 recycling fuel	12/07/09	104.94	.00	.00	104.94
12/7/sher	12/07/09	0150154450 sherff fuels	12/07/09	1,706.74	.00	.00	1,706.74

TERM, Regular DAY, 7th DAY OF, December 20 09

Spencer County Fiscal Court Open Invoice Report As of December 04, 2009

General Fund

Table with columns: Invoice Number, Invoice Date, Description, Due Date, Original Amount, Amount Paid, Discount Available, Balance Remaining. Includes Vendor: FROMAN, GOODYR, GRBROS, HARDWARE, HILL, HUMANE, JENKINS, KACCIA.

Spencer County Fiscal Court Open Invoice Report As of December 04, 2009

General Fund

Table with columns: Invoice Number, Invoice Date, Description, Due Date, Original Amount, Amount Paid, Discount Available, Balance Remaining. Includes Vendor: LOGANS, M & M, MEDICARE, MID-ST, NAPA, PVA, QUADMED, QULL, RCS COMM.

36

ORDERS

SPENCER COUNTY FISCAL COURT

TERM, Regular DAY, 7th DAY OF, December

20 09

12/04/09 09:21AM Spencer County Fiscal Court Open Invoice Report As of December 04, 2009 *General Fund* Page 5 of 6

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Dec08-ems	12/07/09	0151404430 ems radio mainten	12/07/09	110.00	.00	.00	110.00
Vendor Total: RCS COMM				110.00	.00	.00	110.00
Vendor: NUMPKE Rumpke							
1128925	12/07/09	0153404680 litter dumpster	12/07/09	630.19	.00	.00	630.19
1129708	12/07/09	0153404680 Holey rd dumpster	12/07/09	258.64	.00	.00	258.64
Vendor Total: RUMPKE				888.83	.00	.00	888.83
Vendor: SADDLE Spencer County Saddle Club							
127/liter	12/07/09	015340580 roadside cleanup	12/07/09	300.00	.00	.00	300.00
Vendor Total: SADDLE				300.00	.00	.00	300.00
Vendor: SCOEEMS Shelby County EMS							
115/assist	12/07/09	0151404460 ems assist	12/07/09	200.00	.00	.00	200.00
Vendor Total: SCOEEMS				200.00	.00	.00	200.00
Vendor: SCROAD Spencer County Road Fund							
127/obale	12/07/09	018999590 lease rebates	12/07/09	4,114.77	.00	.00	4,114.77
Vendor Total: SCROAD				4,114.77	.00	.00	4,114.77
Vendor: SCTOURISM Spencer County Tourism Comm.							
127/receipts	12/07/09	0154205660 tourism rm receipt	12/07/09	718.90	.00	.00	718.90
Vendor Total: SCTOURISM				718.90	.00	.00	718.90
Vendor: SH WELDING Shelby Welding Service							
642221	12/07/09	0151405780 ems oxygen	12/07/09	131.26	.00	.00	131.26
Vendor Total: SH WELDING				131.26	.00	.00	131.26
Vendor: SHERRIFF Spencer County Sheriff							
127/everyym	12/07/09	0150154450 08 tax everyym	12/07/09	206.00	.00	.00	206.00
Vendor Total: SHERIFF				206.00	.00	.00	206.00
Vendor: SHREDIT Shred-It							
43356723	12/07/09	015140460 ems file disposal	12/07/09	53.50	.00	.00	53.50
Vendor Total: SHREDIT				53.50	.00	.00	53.50
Vendor: SIEGELS Siegels Corporation							
33855-1	12/07/09	0150154810 aa5 uniforms	12/07/09	135.00	.00	.00	135.00
Vendor Total: SIEGELS				135.00	.00	.00	135.00
Vendor: SOCOMM Southern Communications Inc.							
3983	12/07/09	0150154450 aa6 radio battery	12/07/09	44.75	.00	.00	44.75
Vendor Total: SOCOMM				44.75	.00	.00	44.75
Vendor: TBRADSHAW Timothy Bradshaw							
refund	12/07/09	0150475870 octtax overpayment	12/07/09	1,712.99	.00	.00	1,712.99
Vendor Total: TBRADSHAW				1,712.99	.00	.00	1,712.99
Vendor: USBANK U.S. Bank CT - Louisville, KY							
L16-P#53	12/07/09	0177005860 loan/bdgp lease	12/07/09	652.10	.00	.00	652.10
L24-P#27	12/07/09	0177007410 capital lease	12/07/09	965.98	.00	.00	965.98
Vendor Total: USBANK				1,618.08	.00	.00	1,618.08

12/04/09 09:21AM Spencer County Fiscal Court Open Invoice Report As of December 04, 2009 *General Fund* Page 6 of 6

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: ZOLL Zoll Medical Corp.							
54662V-2	12/07/09	0151404460 aed electrodes	12/07/09	812.60	.00	.00	812.60
Vendor Total: ZOLL				812.60	.00	.00	812.60
Report Total: Invoices							48,999.02
Open Credits							.00
Less Discounts Available							.00
Net Balance Due							48,999.02

\* These Invoices are on hold.

\*\*\* Report Options \*\*\*  
 Vendors: ALL  
 Invoice Dates: 12/07/2009 to 12/07/2009  
 Status: All  
 Accounts: ALL  
 As Of: Current Date (12/04/2009)  
 End of Report \*\*\*

12/04/09 09:22AM Spencer County Fiscal Court Open Invoice Report As of December 04, 2009 *Road Fund* Page 1 of 2

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: AT&T A T & T							
12/Broad	12/08/09	0281055780 road dp: utilities	12/08/09	22.75	.00	.00	22.75
Vendor Total: AT&T				22.75	.00	.00	22.75
Vendor: BANKNY Bank Of New York Trust Company							
L25-P#15	12/08/09	0277007130 mack 1/4 less	12/08/09	346.90	.00	.00	346.90
Vendor Total: BANKNY				346.90	.00	.00	346.90
Vendor: CCI Carrier Concepts							
20622	12/08/09	0281054470 cdl drug testing	12/08/09	50.00	.00	.00	50.00
Vendor Total: CCI				50.00	.00	.00	50.00
Vendor: CEDARCRK Cedar Creek Quarry LLC							
124050	12/08/09	0261054470 stone	12/08/09	627.10	.00	.00	627.10
124116	12/08/09	0261054470 stone	12/08/09	534.30	.00	.00	534.30
Vendor Total: CEDARCRK				1,161.40	.00	.00	1,161.40
Vendor: CITY Taylorsville Waterworks							
12/Broad	12/08/09	0261055780 road utilities	12/08/09	15.14	.00	.00	15.14
Vendor Total: CITY				15.14	.00	.00	15.14
Vendor: FLEET1 Fleet One							
12/Broad	12/08/09	0261054550 road fuels	12/08/09	1,851.19	.00	.00	1,851.19
Vendor Total: FLEET1				1,851.19	.00	.00	1,851.19
Vendor: G & C G & C Supply Co. Inc.							
6361305	12/08/09	0281054470 post caps	12/08/09	96.43	.00	.00	96.43
Vendor Total: G & C				96.43	.00	.00	96.43
Vendor: HARDWARE Bennett Hardware							
12/Broad	12/08/09	0261054470 misc parts	12/08/09	180.41	.00	.00	180.41
Vendor Total: HARDWARE				180.41	.00	.00	180.41
Vendor: LOGANS Logan's							
12/Broad	12/08/09	0261055780 road uniforms	12/08/09	460.32	.00	.00	460.32
Vendor Total: LOGANS				460.32	.00	.00	460.32
Vendor: MAC CONSTR Mac Construction & Excavating							
AR-5389	12/08/09	0261054470 surface-Hochstrasser	12/08/09	15,798.08	.00	.00	15,798.08
Vendor Total: MAC CONSTR				15,798.08	.00	.00	15,798.08
Vendor: MAGO Mago Construction Company							
046328	12/08/09	0261054470 surface-Carrthers	12/08/09	16,455.44	.00	.00	16,455.44
046330	12/08/09	0261054470 surface-Murphy Ln	12/08/09	39,962.00	.00	.00	39,962.00
048331	12/08/09	0261054470 surface-Goetz Crk	12/08/09	39,600.54	.00	.00	39,600.54
048429	12/08/09	0261054470 surface-Hickory Ln	12/08/09	9,063.00	.00	.00	9,063.00
048430	12/08/09	0261054470 surface-Hochstrasser	12/08/09	38,841.28	.00	.00	38,841.28
048431	12/08/09	0261054470 surface-Lakeside	12/08/09	3,764.06	.00	.00	3,764.06
048432	12/08/09	0261054470 surface-Rolling Trl	12/08/09	19,031.77	.00	.00	19,031.77
048433	12/08/09	0261054470 surface-Shagbark Ln	12/08/09	30,338.72	.00	.00	30,338.72
Vendor Total: MAGO				197,057.79	.00	.00	197,057.79

12/04/09 09:22AM Spencer County Fiscal Court Open Invoice Report As of December 04, 2009 *Road Fund* Page 2 of 2

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: NAPA NAPA dba Ky Distribution Svcs							
Nov09-read	12/08/09	0261054470 misc parts	12/08/09	19.56	.00	.00	19.56
				Vendor Total: NAPA	19.56	.00	19.56
Vendor: ROGERS Rogers Group Inc							
0086100759	12/08/09	0261054470 stone	12/08/09	1,429.15	.00	.00	1,429.15
				Vendor Total: ROGERS	1,429.15	.00	1,429.15
Vendor: SH WELDING Shelby Welding Service							
842229	12/08/09	0261054470 torch/weld	12/08/09	36.00	.00	.00	36.00
				Vendor Total: SH WELDING	36.00	.00	36.00
Vendor: TRUCKPRO TruckPro, Inc.							
Oct/Nov09-read	12/08/09	0261054470 misc parts	12/08/09	802.18	.00	.00	802.18
				Vendor Total: TRUCKPRO	802.18	.00	802.18
Vendor: USBANK U.S. Bank CT - Louisville, KY							
L21-PK31	12/08/09	0277007130 totalpalcher lease	12/08/09	381.40	.00	.00	381.40
				Vendor Total: USBANK	381.40	.00	381.40

\* These invoices are on hold. Report Total: Invoices 219,708.70  
 Open Credits .00  
 Less Discounts Available .00  
 Net Balance Due 219,708.70

\*\*\* Report Options \*\*\*  
 Vendors: ALL  
 Invoice Dates: 12/08/2009 to 12/08/2009  
 Status: All  
 Accounts: ALL  
 As Of: Current Date (12/04/2009)  
 \*\*\* End of Report \*\*\*

12/04/09 06:22AM Spencer County Fiscal Court Open Invoice Report As of December 04, 2009 *Jail Fund* Page 1 of 1

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: A&MOIL A & M Oil Company							
12/9/09	12/09/09	0351013990 transport car/fuels	12/09/09	40.38	.00	.00	40.38
				Vendor Total: A&MOIL	40.38	.00	40.38
Vendor: FLEET1 Fleet One							
12/9/09	12/09/09	0351013990 transport fuels	12/09/09	679.19	.00	.00	679.19
				Vendor Total: FLEET1	679.19	.00	679.19
Vendor: RIVFDM Riverband Food Mart Inc.							
386	12/09/09	0351013990 transport meals/gas	12/09/09	123.73	.00	.00	123.73
				Vendor Total: RIVFDM	123.73	.00	123.73
Vendor: SCODET Shelby County Detention Center							
Oct2009	12/09/09	0351013140 inmate housing	12/09/09	15,035.00	.00	.00	15,035.00
				Vendor Total: SCODET	15,035.00	.00	15,035.00

\* These invoices are on hold. Report Total: Invoices 15,878.30  
 Open Credits .00  
 Less Discounts Available .00  
 Net Balance Due 15,878.30

\*\*\* Report Options \*\*\*  
 Vendors: ALL  
 Invoice Dates: 12/09/2009 to 12/09/2009  
 Status: All  
 Accounts: ALL  
 As Of: Current Date (12/04/2009)  
 \*\*\* End of Report \*\*\*

ADDITIONAL INVOICES AND TRANSFERS

GENERAL FUND INVOICES/TRANSFERS

Dwight Greenwell	ethics commission mtg, 11/24/09	60.00
Jim Nalve	ethics commission mtg, 11/24/09	60.00
Guy Shelburne	ethics commission mtg, 11/24/09	60.00
Adam Hardin	basketball refund	50.00
Kyle Kasey	basketball refund	50.00
Ethan Michaels	basketball refund	60.00
James Mouser	basketball refund	50.00
Shawn Patton	basketball refund	50.00
Seven Counties Services	basketball refund	50.00
Conner Meeks	basketball refund	50.00
Owen Baxter	basketball refund	50.00
City Waterworks	Waterford park utilities	15.14
Economic Developmt Auth.	Nov. contribution less phone	2,394.72
U.S. Postmaster	ems & den postage, octax certified mailing	93.54
Ferguson Enterprises	replacement hot water heater, chse	258.17
Crouch's Garage	turned 8 rotors, hldg insp & sher cars	80.00
GD Computer	ems, zoning, & dispatch computer work	600.00
Febco, Inc.	employee benefits cards, Aug-Dec 09	11,036.43
Synergy Group	subdivision inspections	975.00
Ky Sheriff's Association	2010 dues	359.00
Get Set Graphics	website maintenance, Nov. 09	290.00

Transfer \$20,000 from General Fund to Jail Fund  
 Transfer \$4,000 to 0150154450 (sheriff office supplies) from 0192009990 (reserves)  
 Transfer \$600 to 0150475670 (occ tax refunds) from 0192009990 (reserves)  
 Transfer \$1,000 to 0151404460 (ems materials/supplies) from 0192009990 (reserves)

ROAD FUND INVOICES/TRANSFERS

Penrod Lumber	couplings	25.96
---------------	-----------	-------

JAIL FUND INVOICES/TRANSFERS

David Houghlin	Nov transports	to be provided
----------------	----------------	----------------

PAGE 1/10 SPENCER COUNTY JUDGE 07/2009 10:45 15824773286

*Gary Wink*  
*Gordon Dyer*  
*Steve Tihon* 12/3  
*Paul Dight* \$600  
*John Shulaw* 6th  
*Kara Lewis*  
*Orval Smith*

On motion of Esq. Henry, second by Esq. Drury, all members of the court present voting "Aye", it is hereby ordered by the court to approve spending \$1650.00 for Bit Defender computer security as mentioned previously in communications from the County Judge Executive.

On motion of Esq. Riley, second by Esq. Drury, all members of the court present voting "Aye", it is hereby ordered by the court to approve spending \$599.00 for a laser printer for EMS as previously mentioned in Communications from County Judge Executive.

On motion of Esq. Henry, second by Esq. Drury, all members of the court present voting "Aye", it is hereby ordered by the court that this meeting of the Fiscal Court be adjourned.