

# NOTICE OF SPECIAL MEETING

PURSUANT TO KRS 61.800-61.850

of

## SPENCER COUNTY FISCAL COURT

Wednesday, September 2<sup>nd</sup>, 2015

9:00am

Fiscal Court meeting room  
28 East Main Street, Taylorsville KY

### Meeting Agenda

- A. Call to Order by Chair
- B. Roll Call
- C. New Business:
  - 1. Robert O. Brown, Department for Local Government's State Local Finance Officer: budgeting process discussion and questions
  - 2. 2015/2016 county budget review
  - 3. Ordinance #3 (2016series) Budget amendment proposal
  - 4. Addendum to Levee Commission Interlocal Agreement
  - 5. Discussion and possible action on new trucks purchase for Road Department
- D. Adjournment

**SPENCER COUNTY FISCAL COURT SPECIAL MEETING  
WEDNESDAY, SEPTEMBER 2, 2015, 9:00 AM  
FISCAL COURT MEETING ROOM  
28 EAST MAIN STREET**

- A. CALL TO ORDER BY COUNTY JUDGE EXECUTIVE- JOHN RILEY AT 9:05 AM**
- B. ROLL CALL BY COUNTY CLERK- LYNN HESSELBROCK, ALL PRESENT**
- C. NEW BUSINESS**

The Judge acknowledged State Representative, James Tipton, members of the Spencer County Ethics Commission, Mr. Hoyt Higgins and Mr. Chris Sullivan, and Board of Election member, Mr. Steve Hesselbrock. The Judge then introduced Mr. Robert Brown and Mr. Tom Dodson.

1. Robert Brown, Department for Local Government's State Local Finance Officer.  
Mr. Brown began by asking the members of Fiscal Court what question they had regarding the budget or the budget amendment process. Discussion ensued regarding these items. Mr. Brown handed out portions of the budget manual. Mr. Dobson went on to discuss the budget process and answer questions the Magistrates had.
2. 2015/2016 county budget review.  
The Judge commented that there had been considerable discussion regarding the budget. Discussion continued regarding the current budget, with Esq. Williams saying he wanted to put money "aside" for emergency purposes. Esq. Judd stated that when the budget was first presented by the County Judge, it was all "doom and gloom", but now that there was a proposed amendment, it seemed that the financial situation was not as dire as first presented.  
Mr. Chris Sullivan asked to approach the Court and his request was granted by Judge Riley. Mr. Sullivan stated that he had served 26 years in the United States Navy and was tasked with creating large budgets. He said that in his experience, his organization would make 5 year and 10 year budget projections.
3. Ordinance #3 (2016 series) budget amendment proposal.

Spencer County, Kentucky  
 Ordinance No. 2  
 Fiscal Year 2016 Series  
 Budget Amendment #1

**An Ordinance Relating to the Annual Budget and Amendment Thereof**

Whereas, the County of Spencer has realized unbudget receipts from the General, Road, and Jail Funds,

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

Section One. The budget for fiscal year 2015/2016 is amended to:

Increase/Decrease the receipts of the General, Road, and Jail Funds by \$585,470.75 to include unbudgeted receipts from:

Account Code	Description	Amount
014510	State Grants-ems, adf	by \$ 21,389.00
014727	Reimbursement-insurance claims	by \$ 93,002.75
014901	Surplus	by \$192,211.00
014909	Transfers Out-NRCS (HaleyRd)	by \$ -25,500.00
024731	Miscellaneous-Cedar Springs bond	by \$ 73,000.00
024901	Surplus	by \$172,364.00
024910	Transfers In-NRCS (HaleyRd)	by \$ 25,500.00
034901	Surplus	by \$ 33,504.00

Increase/Decrease expenditure account(s):

Account Code	Description	Amount
0151404460	EMS Grant - heart monitor	by \$ 30,000.00
0191005210	General Insurance	by \$ 93,002.75
0192001860	Employee Accumulated Leave	by \$ 90,000.00
0192009990	Reserves for Transfer	by \$ 68,100.00
0261054050	Asphalt - County Roads	by \$ 47,864.00
0261054410	New Equipment Purchases	by \$150,000.00
026105447S	Road Project-Cedar Springs	by \$ 73,000.00
0351013140	Inmate Housing	by \$ 33,504.00

Section Two. The amounts adjusting the receipts and expenditure accounts in Section One are for governmental purposes.

Given first reading approval by the Fiscal Court of Spencer County, Kentucky this \_\_\_\_\_ day of

\_\_\_\_\_, 2015.

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

Given approval as to form and classification by the Kentucky Department for Local Government, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Robert Brown, State Local Finance Officer

Given second reading and adopted by the Fiscal Court of Spencer County, Kentucky this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

- On the motion of Esq. Goodlett, seconded by Esq. Judd, with Esq. Goodlett, Esq. Bayers, Esq. Judd and Judge Riley voting “aye”, and Esq. Rogers and Esq. Williams voting “nay”, it is hereby ordered to approve Ordinance #3, (2016 series).
4. Addendum to Levee Commission Interlocal Agreement.

**INTERLOCAL COOPERATION AGREEMENT**  
Under the provisions of Chapter 65 of the Kentucky Revised Statutes

This Agreement is made and entered into this the 24<sup>th</sup> day of June, 2015, by and between the **CITY OF TAYLORSVILLE**, a City in the Commonwealth of Kentucky, hereinafter referred to as the "City", the **COUNTY OF SPENCER**, a County within the Commonwealth of Kentucky, hereinafter referred to as the "County" and the **SPENCER COUNTY LEVEE, FLOOD CONTROL AND DRAINAGE DISTRICT NO. 1**, a District within the Commonwealth of Kentucky, hereinafter referred to as the "District".

WHEREAS, the District was created in the 1940's under the Drainage and Reclamation Act of 1918, Chapter 268 of the Kentucky Revised Statutes, and a Levee was constructed to protect the County seat of Spencer County, located in Taylorsville, Kentucky, and it's residents from the flood waters of Salt River and Brashears Creek, and,

WHEREAS, periodically the Levee has to be certified by the United States Army Corp. of Engineers, and,

WHEREAS, certification is due, and,

WHEREAS, an engineering study needs to be conducted to determine what, if anything, needs to be done to the Levee for recertification, which, based on the bids, the engineering study will cost \$170,000.00, for which the District has obtained a grant for \$20,000.00 from the Department of Agriculture, leaving a balance needed of \$150,000.00.

WHEREAS, the District estimates the total cost of the project may be \$500,000.00, which amount the District does not have, and,

WHEREAS, the County has agreed to and has obtained a loan/lease commitment from KACO for up to \$500,000.00 to be repaid over five (5) years, which is tantamount to a line of credit for that amount, and,

WHEREAS, on August 24, 2014, the County drew \$200,000.00 on the line of credit, which the County is presently holding to be applied towards the project and on which the County is making payments to Republic Bank on the loan/lease obtained through KACO per the loan/lease agreement, and,

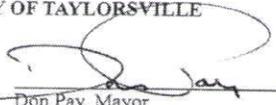
WHEREAS, the City, the County and the District at this time, are in agreement to commit to contribute to the repayment for up to \$375,000.00.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

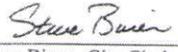
1. That the City will pay to the County \$12,500.00 annually over the next ten (10) years towards the repayment of the loan/lease, inclusive of interest, for a total amount not to exceed \$125,000.00.
2. That the County will pay \$25,000.00 annually over the next five (5) years towards the repayment of the loan/lease, inclusive of interest, for a total amount not to exceed \$125,000.00.
3. That the District will pay to the County \$25,000.00 annually over the next five (5) years towards the repayment of the loan/lease, inclusive of interest, for a total amount not to exceed \$125,000.00.
4. Upon the execution of this Agreement by all parties, the County will pay from the \$200,000.00 it is holding, \$150,000.00 towards the engineering study.

5. The \$50,000.00 balance of the \$200,000.00, after the payment of the \$150,000.00 for the engineering study, may be used towards the payment of known work that needs to be done, such as: tree removal.
6. If the total cost of the project, including the \$170,000.00 engineering study, less the \$20,000.00 grant the District obtained, exceeds the \$375,000.00, to which the parties herein commit to, then the parties will discuss the payment of the additional costs.
7. No additional funds above the \$200,000.00 the County has obtained under the initial draw will be obtained until the funds are actually needed for the work recommended. The intent is not to pay interest on the funds until the funds are actually needed to pay towards the project.
8. The first payments are to be made by the parties on or before the 30<sup>th</sup> day of June, 2015, provided the Agreement is signed by all parties other than the Department of Local Government prior to June 30, 2015; otherwise, the first payment will be due within ten (10) days after all parties have signed the Agreement. The additional annual payments are to be paid by the parties on or before June 30<sup>th</sup> each year therein after, per numerical paragraphs 1, 2 and 3 above.
9. The effective date for this Interlocal Cooperation Agreement shall be August 24, 2014, the date the County initially received the \$200,000.00.
10. The duration of this Interlocal Cooperation Agreement shall be ten (10) years from the above date.

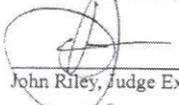
CITY OF TAYLORSVILLE

By:   
Don Pay, Mayor

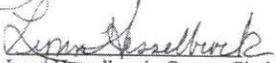
Dated: 6-24-15

Attested By:   
Steve Biven, City Clerk

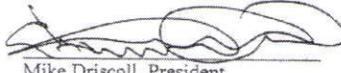
COUNTY OF SPENCER, KENTUCKY

By:   
John Riley, Judge Executive

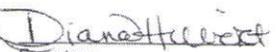
Dated: 6-24-2015

Attested By:   
Lynn Hesselbrock, County Clerk

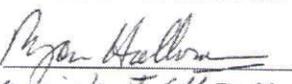
SPENCER COUNTY LEVEE, FLOOD CONTROL AND DRAINAGE DISTRICT NO. 1

By:   
Mike Driscoll, President

Dated: 6/25/2015

Attested By:   
Secretary

COMMONWEALTH OF KENTUCKY <sup>OFFICE OF ATTORNEY GENERAL</sup> ~~DEPARTMENT FOR LOCAL GOVERNMENT~~

By:   
Assistant Attorney General

Dated: 8/17/2015

Attested By: \_\_\_\_\_

PREPARED BY:

  
Box 494 Taylorsville KY 40077



COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

JACK CONWAY  
ATTORNEY GENERAL

CAPITOL BUILDING, SUITE 118  
700 CAPITAL AVENUE  
FRANKFORT, KENTUCKY 40601  
(502) 696-5300  
FAX: (502) 564-2894

August 17, 2015

John D. Dale JR., Esq.  
P.O. Box 494  
Taylorsville, Kentucky 40071

Re: Interlocal Agreement and Addendum among the City of Taylorsville, the County of Spencer and the Spencer County Levee, Flood Control and Drainage District No. 1 to fund an engineering study and certification project for the Spencer County Levee.

Dear Mr. Dale:

This Office reviewed the above referenced Agreement and determined, pursuant to KRS 65.260 (2), that the Agreement is in the proper form and compatible with the laws of the Commonwealth. We congratulate the parties on combining resources to fund the effort to obtain certification of the Spencer County Levee from the United States Army Corps of Engineers.

Sincerely,

JACK CONWAY  
ATTORNEY GENERAL

  
Ryan Halloran  
Assistant Attorney General



MEMORANDUM

**TO:** Don Pay, Mayor  
Beverly Ingram, City Commissioner  
Jack Proctor, City Commissioner  
Ellen Redmon, City Commissioner  
Kathy Spears, City Commissioner  
Steve Biven, City Clerk  
John Riley, County Judge Executive  
Magistrates, Spencer County, Kentucky  
Spencer County Levee, Flood Control and Drainage District No. 1 Commission

**FROM:** John D. Dale, Jr., Attorney at Law

**DATE:** August 20, 2015

**RE:** Floodwall - Interlocal Cooperation Agreement

RECEIVED  
AUG 20 11 07 AM  
SPENCER COUNTY  
ADMINISTRATIVE

The Attorney General's office has approved the Interlocal Cooperation Agreement, subject to adding the Addendum, a copy of which I am enclosing for your review. I am requesting Jim Williams to circulate the original Addendum for all signatures. Once I receive the original Addendum, fully executed, I will file the Interlocal Cooperation Agreement and Addendum with the Spencer County Clerk.

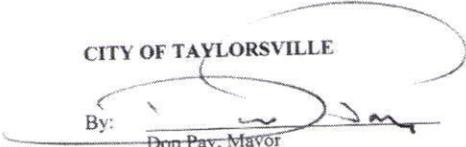
Should you have any questions please feel free to contact me.

**ADDENDUM**  
**to the June 24, 2015 Interlocal Cooperation Agreement**  
**between the City of Taylorsville, the County of Spencer and the**  
**Spencer County Levee, Flood Control and Drainage District No. 1**

Adding numerical paragraph 11:

In compliance with the Kentucky Constitution section 157B, KRS 91A.030(8)(b)(City) and KRS 68.110(1) and KRS 68.320(County) this agreement is conditioned upon being renewed each fiscal year upon the funds being available by each entity herein.

**CITY OF TAYLORSVILLE**

By: 

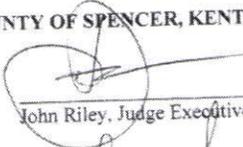
Don Pay, Mayor

Dated: 9/1/15

Attested By: 

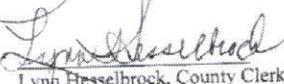
Steve Biven, City Clerk

**COUNTY OF SPENCER, KENTUCKY**

By: 

John Riley, Judge Executive

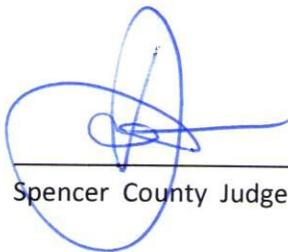
Dated: 9-2-15

Attested By: 

Lynn Hesselbrock, County Clerk



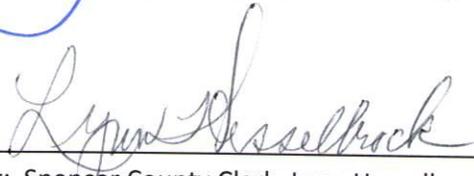
- Motion made by Esq. Bayers, seconded by Esq. Williams, to purchase one Ford F550 from Crossroads Ford for the price of \$70,670.00 and the vote was unanimous in favor.
- Motion made by Esq. Bayers, seconded by Esq. Williams, with all members of the Court present voting "aye", it is hereby ordered to adjourn this meeting at 10:54 AM.



Spencer County Judge Executive, John Riley

9-10-15

Date



Attest: Spencer County Clerk, Lynn Hesselbrock

9-10-15

Date