

ORDERS

Spencer County Fiscal COURT

REGULAR Term, REGULAR Day, 7th Day of FEBRUARY 20 11

Pledge Allegiance to the American Flag.

Esq. Judd led the Spencer County Fiscal Court into prayer before Court began.

The Court was called to order by the County Judge and roll call was given by the County Clerk, all members of the Court was present.

On motion of Esq. Judd, second by Esq. Goodlett, all members of the Court present voting "Aye", it is hereby ordered by the Court to approve the Fiscal Court Minutes with the corrections on page 343 to read, the Court to approve the bill for locks and latches for the right door only that was installed at the Courthouse annex(Circuit Court) from a CHeaper Locksmith , and the money spent maybe re-imbursed by AOC.

on page 346, to read all members of the Court present voting "Aye", it is hereby ordered by the Court to do and Ordinance and to take onto the County Road System roads in Phase I of Chelsey Park, Chelsey Park Drive at 100% retained, Battery Lane at 50% and Henry Court at 50%.

on page 358 to read, it is hereby ordered by the Court to accept the Quarterly Finance Report in which as presented

on page 363 to add, temporary employee's for the County Road Department their names are Reed Marksbury and Charles Ingram rate of pay \$10.50 an hour.

Communications from Citizens:

Lawrence Trageser came before the Court with discussion on Driscoll Ice, Mike Driscoll building permit that was issued, with question of building on the city right of way.

On motion of Esq. Goodlett, second by Esq. Moody, all members of the Court present voting "Aye", it is hereby ordered with recommendations from the Court to write a letter to remove Spencer County Taylorsville from legislation HB 26.

On motion of Esq. Cheek, second by Esq. Davis, all members of the Court present voting "Aye", it is hereby ordered by the Court to ratify the spending of \$500.00 in which was paid to Terhune's Body Shop for painting one of the Sheriff's vehicle, in which was a recall and under warranty.

On motion of Esq. Cheek, second by Esq. Judd, all members of the Court present voting "Aye", it is hereby ordered by the Court to hire for temporary position, at the County Road Department Mike Stump at \$10.50 an hour.

Communicatinos From Members , Other Offices, And Committees:

1) Treasurer Doug Williams, Employee Health Insurance Renewal Rates And Cafeteria Plan Resolution:

Doug Williams, Spencer County Treasurer presented to the Court the Health Insurance renewal rates and did state that the open enrollment will be in March.



SPENCER COUNTY FISCAL COURT
PO BOX 181
TAYLORSVILLE, KY 40071-0181

The health medical plan and Supplemental Indemnity medical plans, insurance coverage is provided or administered by Humana Insurance Company of Kentucky.

January 24, 2011 Humana Date Notification
Company Name: SPENCER CO FISCAL COURT
Group ID: 713549

Dear MRS WILKINS:

Thank you for choosing Humana. We value our relationship with you and are committed to providing exceptional customer service. As you prepare to providing insurance coverage to your employees, we take this privilege seriously.

Your Humana Medical Plan
New rates for your Humana medical plans are effective April 01, 2011. The table below details any rate changes effective on that date. Please contact your agent for more comprehensive benefit information or marketing materials. Your enrollment is due as of January 02, 2011. Your rates may be affected by a variety of factors, including industry classification, participating events (or rates in your geographical area), group coverage status, expected utilization of services and state regulations. Your renewal rates are also affected by the size of your company. If you have had significant workforce changes, since on below 50 employees, since consulting with Humana, please notify us of this change. The newly total size, as below does not include the monthly administrative fee, if applicable.

Rate changes mandated by the recent health care reform law are not included in your current plan. Some of the benefit mandates from the reform are a part of your Humana plan while others, such as the minimum dependent age of 26 and removal of lifetime limits, are not. Please consult your agent for more information on the impact of health care reform on your rates. Specific rate increases vary by plan, but the average annual percentage increase with the mandated benefits is less than 1%.

By the minimum dependent age limit apply if higher than 26

REGULAR Term, REGULAR Day, 7th Day of February 20 11

EG009821.D

| Plan Name: | Current Medical Plan | New Medical Plan | |
|-------------------------|-------------------------------------|-------------------------------------|--------------------|
| Plan Name: | KY 80/50 Humana PPO 08 \$20/\$40 OV | KY 80/50 Humana PPO 08 \$20/\$40 OV | |
| Network: | CBC | CBC | |
| Precedent: | \$1,500/\$4,500 | \$1,500/\$4,500 | |
| Out of Pocket: | \$2,000/\$6,000 | \$2,000/\$6,000 | |
| Financial Benefit: | \$100/\$5025% | \$100/\$5025% | |
| Optional Benefits: | | Pres Care Reform | |
| Association Name: | H/A | H/A | |
| Grandfathered Coverage: | No | No | |
| Coverage Type | # Enrolled | Current Rates | New Rates |
| Employee | 19 | \$140.43 | \$351.72 |
| Employee & Spouse | 0 | \$924.91 | \$1,213.78 |
| Employee & Child(ren) | 1 | \$336.83 | \$1,008.72 |
| Family | 0 | \$1,400.39 | \$1,765.51 |
| TOTAL | 20 | \$9,205.00 | \$11,530.95 |

| Plan Name: | Current Medical Plan | New Medical Plan | |
|-------------------------|-------------------------------------|-------------------------------------|-------------------|
| Plan Name: | KY 80/50 Humana PPO 08 \$30/\$50 OV | KY 80/50 Humana PPO 08 \$30/\$50 OV | |
| Network: | CBC | CBC | |
| Precedent: | \$2,500/\$7,500 | \$2,500/\$7,500 | |
| Out of Pocket: | \$4,600/\$17,000 | \$1,000/\$2,000 | |
| Financial Benefit: | \$100/\$5025% | \$100/\$5025% | |
| Optional Benefits: | | Pres Care Reform | |
| Association Name: | H/A | H/A | |
| Grandfathered Coverage: | No | No | |
| Coverage Type | # Enrolled | Current Rates | New Rates |
| Employee | 12 | \$391.08 | \$499.49 |
| Employee & Spouse | 1 | \$821.28 | \$1,098.89 |
| Employee & Child(ren) | 0 | \$743.06 | \$949.04 |
| Family | 0 | \$1,251.47 | \$1,598.38 |
| TOTAL | 13 | \$5,514.24 | \$7,097.77 |

Please take time to ask your agent about other Humana plans and optional benefits. Your agent can provide you with a number of savings ideas that you may consider including Health Savings Accounts (HSA), Personal Care Accounts (PCA), and alternate benefit options. All of these can help lower your monthly costs and also get your employees more engaged and educated in their benefit plan.

We look forward to working with you and your agent, GREGORY W. CARLSON at (270)527-6141, to provide you and your employees with insurance benefits for the coming plan year. Thank you for the privilege of serving you, your employees and their families.

Sincerely,

Your Personal Underwriting Consultant

For more information

or PEBL & HOLLAND INC.

Humana.com



Important Information Regarding Mental Health and Substance Abuse Benefits

The Emergency Economic Stabilization Act of 2008, HR 1194, included provisions that amended the existing federal mental health parity requirements. The new legislation requires the same treatment and financial limits that apply to medical benefits also apply to mental health and substance abuse benefits.

Only employers with 51 or more employees are subject to this new legislation. Group size is based on the total number of employees, not the number covered under the employer's health plan. The total number of employees is calculated as follows:

Full-time employees + part-time employees + COBRA/state continuation participants = the total number of employees.

Based on the above calculation, the following scenarios exist, which may require action on your part:

- If your group has 50 or fewer employees, your mental health and substance abuse benefits will not change; therefore, no action is required on your part.
- If your group has 51 or more employees and the total number of enrolled employees in your medical plan is 51 or less, your plan has been modified to include these new mental health and substance abuse benefits. No action is required on your part.
- If your group has 51 or more employees and the total number of enrolled employees in your medical plan is 50 or less, please contact your agent or broker immediately. Your agent/broker will update your mental health and substance abuse benefits plan to your consent to ensure compliance with this legislation.

If your group has experienced significant workforce changes (above or below 50 employees), please notify us of these changes. It is your responsibility to inform us of this change, so please contact your agent for assistance.

Additional information regarding this legislation may be found at:

<http://www.humana.com/medicare/decisions.asp?file=1208909>

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ORDERS

Spencer County Fiscal

COURT

REGULAR Term,

REGULAR

Day,

7th

Day of

FEBRUARY

20 11

EP00982LD

HUMANA

Guidance when you need it most

Federal healthcare reform law will change your health plan.

Federal healthcare reform became law on March 23, 2010. Under this law, health plans that were in effect at that time do not need to make some of the changes shown below. These plans are called "grandfathered" plans. Plans that become effective after March 23, 2010 are called "non-grandfathered plans". Ask your employer if your plan is a non-grandfathered or grandfathered plan.

The following changes will take place for non-grandfathered and grandfathered plans renewing on or after September 23, 2010.

- **Dependent Age Waiver:** If the plan includes coverage for dependents, the age limit for these dependents will go up to age 26. Dependents under age 26 will be allowed to enroll in the health plan during a 30-day period at the end of the plan year. Some laws for dependent age continue to apply except if they prevent federal healthcare reform requirements from being applied.
- **Lifetime Limit, Lifetime Dollar Limits:** Lifetime limits will not apply to essential health benefits. If you have coverage ended due to a lifetime limit under the plan, you can enroll in the health plan during a 30-day period when your plan renews.
- **Annual Limits:** There are no more annual dollar limits for essential health benefits.
- **Rescissions:** Coverage will only be rescinded (taken away) due to fraud or an intentional misrepresentation of a material fact.
- **Pre-existing conditions:** Limits on pre-existing conditions will not apply to a covered person under age 19.
- **Appeals:** Some claims get denied or not paid completely. If you are covered you have the right to ask for an appeal of a claim decision you don't agree with.
- **Primary care physicians:** Some plans require a primary care physician to be chosen. A participating physician specializing in pediatrics may be selected for a covered dependent child.
- **Gynecological and obstetric services:** You do not need an authorization or referral for in-network gynecologic or obstetric care.
- **Emergency care:** You may need care for an emergency medical condition. If this care is provided in a hospital's emergency department, it will be covered. You do not need prior authorization. There will be no out-of-network charges.

This change will take place for non-grandfathered plans renewing on or after September 23, 2010:

- **Preventive services:** Some preventive services will be covered without charging a co-pay, coinsurance or deductible. This is only when the services are from a network provider.

These changes provide additional new benefits that could increase monthly premiums.

Health and Humana Services continues to provide updates on the health care reform law (Affordable Care Act) that may change information in this document.

If you have questions, please call the Customer Care number on the back of your Humana ID card. We're available to help you Monday through Friday, 8 a.m. to 6 p.m.

Please copy and give this notice to all employees.

On motion of Esq. Cheek, second by Esq. Moody, all members of the Court present voting "Aye", it is hereby ordered by the Court to approve the request from the Sheriff Office items shown below.

07/17/2011 10:52 19924773706 SHERIFF OFFICE JUDGE PAGE 01/

Spencer County Sheriff Department
P.O. Box 475
Taylorsville, Ky., 40071

12/23/11

| | |
|---------------------------------------------------------------------------------|---------------|
| 5 - Gall's Item # - 1F LE 132 (Fingerprint Kits) @ \$35.99 Ea. Total | \$179.95 |
| 1 - Gall's Item # - 1F LE 907 (250 Breath Test Tubes) @ \$58.49 Ea. Total | \$58.49 |
| 1 - Gall's Item # - 1F LE 908 (250 Breath Test Tubes) @ \$58.49 Ea. Total | \$58.49 |
| 5 - Gall's Item # - 1F VP 216 (Shotgun Rack) @ \$188.99 Ea. Total | \$944.95 |
| 10 - Gall's Item # - 1F TK 021 (First Aid Kit) @ \$31.49 Ea. Total | \$314.90 |
| 3 - Gall's Item # - 1F KN 202 (Lock Out Kit) @ \$62.99 Ea. Total | \$188.97 |
| 13 - Gall's Item # - 1F 1C 015 (Blood Borne Hazard Kit) @ \$19.79 Ea. | \$257.27 |
| Shipping | \$5.00 |
| Galls Total | \$2,008.02 |
| 10 Fire Extinguishers for Police Vehicles | Price Unknown |
| 10 sets of Binoculars | \$ |
| Stripe Pumper's Vehicle | \$300.00 |

*ASK
London - Driver Sent
about*

*Wed 11:00 AM
911 Dept #1050
Co. A H.*

ORDERS

Spencer County Fiscal

COURT

368

REGULAR

Term,

REGULAR

Day, 7

Day of FEBRUARY

2011

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On motion of Esq. Judd, second by Esq. Goodlett, all members of the Court present voting "Aye", it is hereby ordered by recommended by the Solid Waste Committee to get involved in the Escape program.

On motion of Esq. Judd, second by Esq. Cheek, all members of the Court present voting "Aye", it is hereby ordered by the Court to send a letter on behalf of the Spencer County Fiscal Court in support of the Bickford Act.

On motion of Esq. Cheek, second by Esq. Goodlett, all members of the Court present voting "Aye", it is hereby ordered upon recommendation of County Judge Executive to cash in the Campbranch Trail CD and put the monies in the Road Fund.

On motion of County Judge Executive Karrer, second by Esq. Moody, all members of the Court present voting "Aye", it is hereby ordered on recommendation on behalf of County Judge Executive, the approval of Doug Williams, Spencer County Treasurer to set up another payroll account at the bank, for the County to do Direct Deposit's.

Old Business:

1) Brashears Creek Road Bridge Project:

On motion of Esq. Judd, second by Esq. Goodlett, all members of the Court present voting "Aye", it is hereby ordered by the Court that a pre-construction meeting be set up before awarding a contract.

2) One-Year review of Orchards Of Plum Creek Subdivision Roads For Possible Bond Release (Tabled 1/24/11):

On motion of Esq. Davis, second by Esq. Cheek, all members of the Court present voting "Aye", it is hereby ordered by the Court to take off the table the item of Orchards of Plum Creek Subdivision road bond release.

On motion of Esq. Davis, second by Esq. Cheek, all members of the Court present voting "Aye", it is hereby ordered by the Court to deny the request of Orchards of Plum Creek Subdivision until the road issue's at hand are taken care of.

3) 2011 Clerk Budget Proposal From Clerk Judy Puckett:

On motion of Esq. Judd, second by Esq. Davis, all members of the Court present voting "Aye", it is hereby ordered by the Court to take off the table the item of the proposed County Clerk's Budget for 2011 year.

On motion of Esq. Cheek, second by Esq. Moody, all members of the Court present voting "Aye", it is hereby ordered by the Court to reject the County Clerk's Budget on issues of Salaries and Insurance.

New Business:

1) Review And Approval Of Bills AND Transfers:

On motion of Esq. Cheek, second by Esq. Goodlett, all members of the Court present voting "Aye", it is hereby ordered by the Court to approve all bills and make all transfer, with the exception of Esq. Davis abstaining of vote on the Kentucky Humane Society Bills.

Spencer County Fiscal Court
Open Invoice Report
As of February 03, 2011

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General Fund

| Invoice Number | Invoice Date | Description | Due Date | Original Amount | Amount Paid | Amount Available | Balance Remaining |
|----------------------|--------------|--------------------------|----------|-----------------|-------------|------------------|-------------------|
| Vendor: 110000 | | John Sheppard | | | | | |
| 110000 | 02/02/11 | 0154014678 Fuel/Car Wash | 02/02/11 | 30.00 | 00 | 00 | 30.00 |
| Vendor Total: 110000 | | | | 30.00 | 00 | 00 | 30.00 |
| Vendor: 111000 | | Mahony Hensel | | | | | |
| 111000 | 02/02/11 | 0154014370 Fuel/Car Wash | 02/02/11 | 60.00 | 00 | 00 | 60.00 |
| Vendor Total: 111000 | | | | 60.00 | 00 | 00 | 60.00 |
| Vendor: 112000 | | A. S. S. S. S. S. | | | | | |
| 112000 | 02/02/11 | 0154014270 Fuel/Car Wash | 02/02/11 | 60.00 | 00 | 00 | 60.00 |
| Vendor Total: 112000 | | | | 60.00 | 00 | 00 | 60.00 |
| Vendor: 220000 | | 220000 | | | | | |
| 220000 | 02/02/11 | 0154014570 Fuel/Car Wash | 02/02/11 | 137.50 | 00 | 00 | 137.50 |
| 220000 | 02/02/11 | 0154014678 Fuel/Car Wash | 02/02/11 | 73.61 | 00 | 00 | 73.61 |
| 220000 | 02/02/11 | 0154014770 Fuel/Car Wash | 02/02/11 | 49.50 | 00 | 00 | 49.50 |
| Vendor Total: 220000 | | | | 260.61 | 00 | 00 | 260.61 |

ORDERS

Spencer County Fiscal

COURT

REGULAR Term, REGULAR Day, 7th Day of FEBRUARY 20 11

| Vendor | Invoice # | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|-----------------------------|-----------|----------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: AEFHA | AF111A | | | 235.50 | 00.00 | 00.00 | 235.50 |
| Vendor Total: AEFHA 235.50 | | | | | | | |
| Vendor: ASFORO | AS111A | All State Food Instk Rate | 02/07/11 | 155.81 | 00.00 | 00.00 | 155.81 |
| 5200718 | 02/07/11 | 0150907210 ashtray pails | 02/07/11 | 45.07 | 00.00 | 00.00 | 45.07 |
| 5200719 | 02/07/11 | 0150907210 ashtray pails | 02/07/11 | 35.75 | 00.00 | 00.00 | 35.75 |
| 5200720 | 02/07/11 | 0150907210 ashtray pails | 02/07/11 | 75.00 | 00.00 | 00.00 | 75.00 |
| Vendor Total: ASFORO 245.83 | | | | | | | |
| Vendor: A1E1 | A1E1 | | | 119.15 | 00.00 | 00.00 | 119.15 |
| 2720000 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 119.15 | 00.00 | 00.00 | 119.15 |
| 2720001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 504.43 | 00.00 | 00.00 | 504.43 |
| 2720002 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 128.32 | 00.00 | 00.00 | 128.32 |
| 2720003 | 02/07/11 | 0151154450 hhdg hdp phone | 02/07/11 | 20.84 | 00.00 | 00.00 | 20.84 |
| 2720004 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 121.39 | 00.00 | 00.00 | 121.39 |
| 2720005 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 841.60 | 00.00 | 00.00 | 841.60 |
| 2720006 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 90.55 | 00.00 | 00.00 | 90.55 |
| 2720007 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 55.79 | 00.00 | 00.00 | 55.79 |
| 2720008 | 02/07/11 | 0151405100 emm phone | 02/07/11 | 126.84 | 00.00 | 00.00 | 126.84 |
| 2720009 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 37.24 | 00.00 | 00.00 | 37.24 |
| 2720010 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 120.10 | 00.00 | 00.00 | 120.10 |
| 2720011 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 58.11 | 00.00 | 00.00 | 58.11 |
| 2720012 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 79.21 | 00.00 | 00.00 | 79.21 |
| 2720013 | 02/07/11 | 0151251800 recycling phone | 02/07/11 | 20.01 | 00.00 | 00.00 | 20.01 |
| 2720014 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 127.88 | 00.00 | 00.00 | 127.88 |
| 2720015 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 30.35 | 00.00 | 00.00 | 30.35 |
| Vendor Total: A1E1 2,529.84 | | | | | | | |
| Vendor: BFAJAS | BFAJAS | | | 209.51 | 00.00 | 00.00 | 209.51 |
| 7100001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 209.51 | 00.00 | 00.00 | 209.51 |
| Vendor Total: BFAJAS 209.51 | | | | | | | |

Spencer County Fiscal Court
Open Invoice Report
As of February 03, 2011

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General Fund

| Vendor | Invoice # | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|---------------------------------|------------|----------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: BESISTAMP | BESISTAMP | | | 116.00 | 00.00 | 00.00 | 116.00 |
| 4200001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 116.00 | 00.00 | 00.00 | 116.00 |
| Vendor Total: BESISTAMP 116.00 | | | | | | | |
| Vendor: BEARER | BEARER | | | 428.72 | 00.00 | 00.00 | 428.72 |
| 2720000 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 428.72 | 00.00 | 00.00 | 428.72 |
| Vendor Total: BEARER 428.72 | | | | | | | |
| Vendor: CHASSREC | CHASSREC | | | 2,035.75 | 00.00 | 00.00 | 2,035.75 |
| 1200001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 2,035.75 | 00.00 | 00.00 | 2,035.75 |
| Vendor Total: CHASSREC 2,035.75 | | | | | | | |
| Vendor: BLUE WHF | BLUE WHF | | | 4,298.07 | 00.00 | 00.00 | 4,298.07 |
| 1200001 | 02/07/11 | 0151101010 emm cell phone | 02/07/11 | 3,117.07 | 00.00 | 00.00 | 3,117.07 |
| 1200002 | 02/07/11 | 0151101010 emm cell phone | 02/07/11 | 175.50 | 00.00 | 00.00 | 175.50 |
| 1200003 | 02/07/11 | 0151101010 emm cell phone | 02/07/11 | 915.50 | 00.00 | 00.00 | 915.50 |
| Vendor Total: BLUE WHF 4,298.07 | | | | | | | |
| Vendor: CARDENIA | CARDENIA | | | 395.00 | 00.00 | 00.00 | 395.00 |
| 811000001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 10.51 | 00.00 | 00.00 | 10.51 |
| 811000002 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 118.76 | 00.00 | 00.00 | 118.76 |
| 811000003 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 175.73 | 00.00 | 00.00 | 175.73 |
| Vendor Total: CARDENIA 395.00 | | | | | | | |
| Vendor: CHAMBER | CHAMBER | | | 750.00 | 00.00 | 00.00 | 750.00 |
| 1200001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 750.00 | 00.00 | 00.00 | 750.00 |
| Vendor Total: CHAMBER 750.00 | | | | | | | |
| Vendor: CITY | CITY | | | 21.80 | 00.00 | 00.00 | 21.80 |
| 2720000 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 21.80 | 00.00 | 00.00 | 21.80 |
| 2720001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 20.61 | 00.00 | 00.00 | 20.61 |
| 2720002 | 02/07/11 | 0151405100 emm phone | 02/07/11 | 19.18 | 00.00 | 00.00 | 19.18 |
| 2720003 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 10.10 | 00.00 | 00.00 | 10.10 |
| 2720004 | 02/07/11 | 0151251800 recycling phone | 02/07/11 | 36.05 | 00.00 | 00.00 | 36.05 |
| 2720005 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 11.95 | 00.00 | 00.00 | 11.95 |
| 2720006 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 11.85 | 00.00 | 00.00 | 11.85 |
| Vendor Total: CITY 182.54 | | | | | | | |
| Vendor: CIVIC | CIVIC | | | 920.50 | 00.00 | 00.00 | 920.50 |
| 1200001 | 02/07/11 | 0151502400 emm cell phone | 02/07/11 | 920.50 | 00.00 | 00.00 | 920.50 |
| Vendor Total: CIVIC 920.50 | | | | | | | |
| Vendor: COUNTEY MI | COUNTEY MI | | | 83.75 | 00.00 | 00.00 | 83.75 |
| 2720000 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 31.90 | 00.00 | 00.00 | 31.90 |
| 2720001 | 02/07/11 | 0152174000 recycling fund | 02/07/11 | 53.35 | 00.00 | 00.00 | 53.35 |
| Vendor Total: COUNTEY MI 83.75 | | | | | | | |
| Vendor: DAME | DAME | | | 73.25 | 00.00 | 00.00 | 73.25 |
| 2000000 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 73.25 | 00.00 | 00.00 | 73.25 |
| Vendor Total: DAME 73.25 | | | | | | | |

Spencer County Fiscal Court
Open Invoice Report
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General Fund

| Vendor | Invoice # | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|-------------------------------|-----------|---------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: EPA | EPA | | | 2,400.45 | 00.00 | 00.00 | 2,400.45 |
| 1200001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 2,400.45 | 00.00 | 00.00 | 2,400.45 |
| Vendor Total: EPA 2,400.45 | | | | | | | |
| Vendor: FERCO | FERCO | | | 2,344.88 | 00.00 | 00.00 | 2,344.88 |
| 20110001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 2,344.88 | 00.00 | 00.00 | 2,344.88 |
| Vendor Total: FERCO 2,344.88 | | | | | | | |
| Vendor: FERRIS | FERRIS | | | 120.00 | 00.00 | 00.00 | 120.00 |
| 2720000 | 02/07/11 | 0151154450 hhdg hdp phone | 02/07/11 | 120.00 | 00.00 | 00.00 | 120.00 |
| 2720001 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 1,832.80 | 00.00 | 00.00 | 1,832.80 |
| 2720002 | 02/07/11 | 0151405100 emm phone | 02/07/11 | 52.48 | 00.00 | 00.00 | 52.48 |
| 2720003 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 123.71 | 00.00 | 00.00 | 123.71 |
| 2720004 | 02/07/11 | 0152174000 recycling fund | 02/07/11 | 2,357.52 | 00.00 | 00.00 | 2,357.52 |
| 2720005 | 02/07/11 | 0150905200 ashtray pails | 02/07/11 | 4,261.43 | 00.00 | 00.00 | 4,261.43 |
| Vendor Total: FERRIS 4,261.43 | | | | | | | |

ORDERS

Spencer County Fiscal

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REGULAR Term, REGULAR Day, 7th Day of FEBRUARY 20 11

E100303010

| Vendor | Invoice | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|------------------|----------|--------------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: HARDWARE | | General Hardware | | | | | |
| 27/meal | 02/07/11 | 0152054110 carpetcleaner | 02/07/11 | 72.00 | .00 | .00 | 72.00 |
| 27/meal | 02/07/11 | 0151404130 carpetcleaner | 02/07/11 | 57.00 | .00 | .00 | 57.00 |
| 27/meal | 02/07/11 | 0151404150 ems supplies | 02/07/11 | 2.50 | .00 | .00 | 2.50 |
| 27/meal | 02/07/11 | 0150072100 machine supplies | 02/07/11 | 7.00 | .00 | .00 | 7.00 |
| 27/meal | 02/07/11 | 0154016070 parks supplies | 02/07/11 | 2.19 | .00 | .00 | 2.19 |
| 27/meal | 02/07/11 | 0150154050 sherp supplies | 02/07/11 | 24.35 | .00 | .00 | 24.35 |
| | | Vendor Total: HARDWARE | | 155.79 | .00 | .00 | 155.79 |
| Vendor: HOLLAN | | Ruth Hollan | | | | | |
| 27/meal | 02/07/11 | 0150251010 info legal work | 02/07/11 | 3,425.00 | .00 | .00 | 3,425.00 |
| | | Vendor Total: HOLLAN | | 3,425.00 | .00 | .00 | 3,425.00 |
| Vendor: HUMANE | | Kentucky Humane Society | | | | | |
| A15187406-1 | 02/07/11 | 0112053150 10days boardng | 02/07/11 | 192.00 | .00 | .00 | 192.00 |
| Feb2011 | 02/07/11 | 0152053150 animal control | 02/07/11 | 6,167.62 | .00 | .00 | 6,167.62 |
| | | Vendor Total: HUMANE | | 6,359.62 | .00 | .00 | 6,359.62 |
| Vendor: J&H | | J & H Electric | | | | | |
| 19781 | 02/07/11 | 0151262000 water, gas bill | 02/07/11 | 892.95 | .00 | .00 | 892.95 |
| | | Vendor Total: J&H | | 892.95 | .00 | .00 | 892.95 |
| Vendor: JFCOOKIE | | J.P. Cooke Company | | | | | |
| 105245 | 02/07/11 | 0100154450 electrical supplies | 02/07/11 | 113.20 | .00 | .00 | 113.20 |
| | | Vendor Total: JFCOOKIE | | 113.20 | .00 | .00 | 113.20 |

02/07/11 02:33PM Spencer County Fiscal Court Open Invoice Report As of February 03, 2011 Page 4 of 6

| Invoice Number | Invoice Date | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|------------------|--------------|----------------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: PACOIA | | PACO Insurance Agency | | | | | |
| 017855 | 02/07/11 | 0191000210 automobile insur | 02/07/11 | 109.00 | .00 | .00 | 109.00 |
| | | Vendor Total: PACOIA | | 109.00 | .00 | .00 | 109.00 |
| Vendor: RGA | | RY County Attorneys Association | | | | | |
| 02/07/11 | 02/07/11 | 0191000510 membership | 02/07/11 | 500.00 | .00 | .00 | 500.00 |
| | | Vendor Total: RGA | | 500.00 | .00 | .00 | 500.00 |
| Vendor: SAICA | | SA State Attorneys Association | | | | | |
| 02/07/11 | 02/07/11 | 0191000590 legal training day | 02/07/11 | 50.00 | .00 | .00 | 50.00 |
| | | Vendor Total: SAICA | | 50.00 | .00 | .00 | 50.00 |
| Vendor: KRCA | | KY State Corrections Association | | | | | |
| 018800 | 02/07/11 | 0191000510 2011 membership | 02/07/11 | 75.00 | .00 | .00 | 75.00 |
| 018800 | 02/07/11 | 0191000590 conf registration | 02/07/11 | 125.00 | .00 | .00 | 125.00 |
| 27/meal | 02/07/11 | 0191000510 2011 membership | 02/07/11 | 75.00 | .00 | .00 | 75.00 |
| 27/meal | 02/07/11 | 0191000590 conf registration | 02/07/11 | 125.00 | .00 | .00 | 125.00 |
| | | Vendor Total: KRCA | | 400.00 | .00 | .00 | 400.00 |
| Vendor: KYREIS | | Kentucky Electronic Systems | | | | | |
| 02/07/11 | 02/07/11 | 0151420000 exp acct bill mch | 02/07/11 | 152.37 | .00 | .00 | 152.37 |
| 02/07/11 | 02/07/11 | 0151420010 exp acct bill mch | 02/07/11 | 299.25 | .00 | .00 | 299.25 |
| | | Vendor Total: KYREIS | | 451.62 | .00 | .00 | 451.62 |
| Vendor: LAWEE | | L & W Employment Equipment | | | | | |
| 1075 | 02/07/11 | 0151261000 office per good | 02/07/11 | 6,329.74 | .00 | .00 | 6,329.74 |
| | | Vendor Total: LAWEE | | 6,329.74 | .00 | .00 | 6,329.74 |
| Vendor: LCCAFS | | LCCAFS | | | | | |
| 27/meal | 02/07/11 | 0150050210 electronic supplies | 02/07/11 | 533.27 | .00 | .00 | 533.27 |
| 27/meal | 02/07/11 | 0150050500 conf supplies | 02/07/11 | 92.45 | .00 | .00 | 92.45 |
| | | Vendor Total: LCCAFS | | 625.72 | .00 | .00 | 625.72 |
| Vendor: LTRACT | | Louisville Tractor Inc | | | | | |
| 40600 | 02/07/11 | 0152140000 tractor fuel mtg | 02/07/11 | 104.09 | .00 | .00 | 104.09 |
| | | Vendor Total: LTRACT | | 104.09 | .00 | .00 | 104.09 |
| Vendor: LLSM | | L & S M Office Products Inc | | | | | |
| 21054 | 02/07/11 | 0150014450 janitor supplies | 02/07/11 | 130.00 | .00 | .00 | 130.00 |
| | | Vendor Total: LLSM | | 130.00 | .00 | .00 | 130.00 |
| Vendor: MCHAMBER | | Mechanical Chamber | | | | | |
| 274078 | 02/07/11 | 0151404000 jan supplies | 02/07/11 | 204.18 | .00 | .00 | 204.18 |
| 274107 | 02/07/11 | 0151404000 jan supplies | 02/07/11 | 22.40 | .00 | .00 | 22.40 |
| 214734 | 02/07/11 | 0150093000 jan supplies | 02/07/11 | 135.07 | .00 | .00 | 135.07 |
| | | Vendor Total: MCHAMBER | | 361.65 | .00 | .00 | 361.65 |
| Vendor: MCHAMBER | | Mechanical Chamber | | | | | |
| W17253 | 02/07/11 | 0150014450 janitor supplies | 02/07/11 | 139.93 | .00 | .00 | 139.93 |
| W17253 | 02/07/11 | 0150014450 janitor supplies | 02/07/11 | 919.23 | .00 | .00 | 919.23 |
| | | Vendor Total: MCHAMBER | | 1,119.23 | .00 | .00 | 1,119.23 |

02/07/11 02:33PM Spencer County Fiscal Court Open Invoice Report As of February 03, 2011 Page 5 of 6

| Invoice Number | Invoice Date | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|------------------|--------------|-------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: DUILL | | Duill | | | | | |
| 02/07/11 | 02/07/11 | 0151404000 jan supplies | 02/07/11 | 325.50 | .00 | .00 | 325.50 |
| | | Vendor Total: DUILL | | 325.50 | .00 | .00 | 325.50 |
| Vendor: DUNN | | Dunn | | | | | |
| 179039 | 02/07/11 | 0150014450 jan supplies | 02/07/11 | 59.98 | .00 | .00 | 59.98 |
| 179107 | 02/07/11 | 0150014450 jan supplies | 02/07/11 | 103.00 | .00 | .00 | 103.00 |
| 1051131 | 02/07/11 | 0150014450 jan supplies | 02/07/11 | 89.80 | .00 | .00 | 89.80 |
| | | Vendor Total: DUNN | | 252.78 | .00 | .00 | 252.78 |
| Vendor: HCS COMA | | HCS Commercial | | | | | |
| 02/07/11 | 02/07/11 | 0151404000 jan supplies | 02/07/11 | 110.00 | .00 | .00 | 110.00 |
| | | Vendor Total: HCS COMA | | 110.00 | .00 | .00 | 110.00 |
| Vendor: REHABLE | | Rehab | | | | | |
| 02/07/11 | 02/07/11 | 0150014450 jan supplies | 02/07/11 | 52.15 | .00 | .00 | 52.15 |
| | | Vendor Total: REHABLE | | 52.15 | .00 | .00 | 52.15 |

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ORDERS

Spencer County Fiscal

COURT

REGULAR Term, REGULAR Day, 7th Day of FEBRUARY 20 11

E1003596LD

| Vendor Name | Invoice # | Invoice Date | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|--------------------|-----------|--------------|----------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: BIRCHIE | 1272110 | 02/07/11 | B1534046RD 18in diameter | 02/07/11 | 373.35 | .00 | .00 | 373.35 |
| Vendor: SCFD | | | Vendor Total: HUNTWAY | | 373.35 | .00 | .00 | 373.35 |
| Vendor: SCFD | | | Spencer Co Fire Department | | | | | |
| Vendor: SCFD | 02/07/11 | 01/09/11 | glove Mats | 02/07/11 | 28.00 | .00 | .00 | 28.00 |
| Vendor: SCFD | | | Vendor Total: SCFD | | 28.00 | .00 | .00 | 28.00 |
| Vendor: SCFD | | | Starby Powerbond | | | | | |
| Vendor: SCFD | 02/07/11 | 01/24/11 | packs internet | 02/07/11 | 29.95 | .00 | .00 | 29.95 |
| Vendor: SCFD | | | Vendor Total: SCFD | | 29.95 | .00 | .00 | 29.95 |
| Vendor: STUFF4TRKS | | | Shell For Trucks | | | | | |
| Vendor: STUFF4TRKS | 116270 | 02/07/11 | B1501557EB shell 4x8 parts | 02/07/11 | 1,700.00 | .00 | .00 | 1,700.00 |
| Vendor: STUFF4TRKS | | | Vendor Total: STUFF4TRKS | | 1,700.00 | .00 | .00 | 1,700.00 |
| Vendor: STUFF4TRKS | | | Tray's Flame Repair | | | | | |
| Vendor: TRUCKREP | 270104 | 02/07/11 | B1501557EB shell 4x8 parts | 02/07/11 | 25.00 | .00 | .00 | 25.00 |
| Vendor: TRUCKREP | | | Vendor Total: TRUCKREP | | 25.00 | .00 | .00 | 25.00 |
| Vendor: U.S. | | | Universal Logic Garage | | | | | |
| Vendor: U.S. | Jan2011 | 02/07/11 | B1514057EB auto items | 02/07/11 | 98.50 | .00 | .00 | 98.50 |
| Vendor: U.S. | | | Vendor Total: U.S. | | 98.50 | .00 | .00 | 98.50 |
| Vendor: U.S. | | | U.S. Postmaster | | | | | |
| Vendor: U.S. | 02/07/11 | 01/21/11 | bus postage | 02/07/11 | 88.00 | .00 | .00 | 88.00 |
| Vendor: U.S. | 02/07/11 | 01/20/11 | judge postage | 02/07/11 | 10.50 | .00 | .00 | 10.50 |
| Vendor: U.S. | | | Vendor Total: U.S. | | 98.50 | .00 | .00 | 98.50 |
| Vendor: WILLIAMS | | | Olson Williams | | | | | |
| Vendor: WILLIAMS | 02/07/11 | 01/24/11 | mesh 102 off | 02/07/11 | 102.96 | .00 | .00 | 102.96 |
| Vendor: WILLIAMS | | | Vendor Total: WILLIAMS | | 102.96 | .00 | .00 | 102.96 |

02/07/11
03/23/11

Spencer County Fiscal Court
Open Invoice Report -
As of February 03, 2011

Page 6 of 6
General Fund

| Invoice Number | Invoice Date | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|-------------------------------|--------------|-------------|----------|-----------------|-------------|--------------------|-------------------|
| * These Invoices are on hold. | | | | | | | 48,705.06 |
| Report Total: Invoices | | | | | | | 48,705.06 |
| Open Credits | | | | | | | .00 |
| Less Discounts Available | | | | | | | .00 |
| Net Balance Due | | | | | | | 48,705.06 |

*** Report Details ***
 Vendor: ALL
 Invoice Dates: 02/07/2011 to 02/07/2011
 Status: ALL
 Accounts: ALL
 As Of Current Date (02/03/2011)
 *** End of Report ***

02/07/11
03/23/11

Spencer County Fiscal Court
Open Invoice Report
As of February 03, 2011

Page 1 of 2
Panel Fund

| Invoice Number | Invoice Date | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|--------------------|--------------|----------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: ASMCH | | A & A Fire Company | | | | | |
| Vendor: ASMCH | 02/07/11 | 02/01/11 | 02/07/11 | 1,802.71 | .00 | .00 | 1,802.71 |
| Vendor: ASMCH | | Vendor Total: ASMCH | | 1,802.71 | .00 | .00 | 1,802.71 |
| Vendor: ATSI | | A T S T | | | | | |
| Vendor: ATSI | 02/07/11 | 02/01/11 | 02/07/11 | 20.32 | .00 | .00 | 20.32 |
| Vendor: ATSI | | Vendor Total: ATSI | | 20.32 | .00 | .00 | 20.32 |
| Vendor: CCI | | Cherry Computers | | | | | |
| Vendor: CCI | 23101 | 02/07/11 | 02/07/11 | 45.00 | .00 | .00 | 45.00 |
| Vendor: CCI | | Vendor Total: CCI | | 45.00 | .00 | .00 | 45.00 |
| Vendor: CHY | | Taylorville Williams | | | | | |
| Vendor: CHY | 02/07/11 | 02/07/11 | 02/07/11 | 18.10 | .00 | .00 | 18.10 |
| Vendor: CHY | | Vendor Total: CHY | | 18.10 | .00 | .00 | 18.10 |
| Vendor: CMF | | Cashflow Merchants Company | | | | | |
| Vendor: CMF | 4117873 | 02/07/11 | 02/07/11 | 3,752.47 | .00 | .00 | 3,752.47 |
| Vendor: CMF | | Vendor Total: CMF | | 3,752.47 | .00 | .00 | 3,752.47 |
| Vendor: CURASH | | Curash's Automotive | | | | | |
| Vendor: CURASH | 10159 | 02/07/11 | 02/07/11 | 1,451.63 | .00 | .00 | 1,451.63 |
| Vendor: CURASH | | Vendor Total: CURASH | | 1,451.63 | .00 | .00 | 1,451.63 |
| Vendor: ELLISWELLD | | Ellis Welding | | | | | |
| Vendor: ELLISWELLD | 02/07/11 | 02/07/11 | 02/07/11 | 37.51 | .00 | .00 | 37.51 |
| Vendor: ELLISWELLD | | Vendor Total: ELLISWELLD | | 37.51 | .00 | .00 | 37.51 |

ORDERS

Spencer County Fiscal

COURT

372

REGULAR Term, REGULAR Day, 7th Day of FEBRUARY 20 11

E:19003900

| Vendor | Invoice | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|------------------------|----------|---------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor: FEDCO | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 332.69 | 00 | 00 | 332.69 |
| Vendor Total: FEDCO | | | | 332.69 | 00 | 00 | 332.69 |
| Vendor: FLEECE | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 2,784.12 | 00 | 00 | 2,784.12 |
| Vendor Total: FLEECE | | | | 2,784.12 | 00 | 00 | 2,784.12 |
| Vendor: HARDWARE | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 395.58 | 00 | 00 | 395.58 |
| Vendor Total: HARDWARE | | | | 395.58 | 00 | 00 | 395.58 |
| Vendor: HARLAND | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 324.87 | 00 | 00 | 324.87 |
| Vendor Total: HARLAND | | | | 324.87 | 00 | 00 | 324.87 |
| Vendor: HUDER | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 614.88 | 00 | 00 | 614.88 |
| Vendor Total: HUDER | | | | 614.88 | 00 | 00 | 614.88 |
| Vendor: JEDINGER | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 286.00 | 00 | 00 | 286.00 |
| Vendor Total: JEDINGER | | | | 286.00 | 00 | 00 | 286.00 |
| Vendor: LOGANS | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 999.81 | 00 | 00 | 999.81 |
| Vendor Total: LOGANS | | | | 999.81 | 00 | 00 | 999.81 |
| Vendor: MAPA | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 85.72 | 00 | 00 | 85.72 |
| Vendor Total: MAPA | | | | 85.72 | 00 | 00 | 85.72 |
| Vendor: SMITHSON | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 999.00 | 00 | 00 | 999.00 |
| Vendor Total: SMITHSON | | | | 999.00 | 00 | 00 | 999.00 |

Spencer County Fiscal Court
Open Invoice Report
As of February 03, 2011

Page 2 of 2

| Invoice Number | Invoice Date | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|--------------------------|--------------|---------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor Total: JEDINGER | | | | 286.00 | 00 | 00 | 286.00 |
| 02/09/11 | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 999.81 | 00 | 00 | 999.81 |
| Vendor Total: LOGANS | | | | 999.81 | 00 | 00 | 999.81 |
| 02/09/11 | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 85.72 | 00 | 00 | 85.72 |
| Vendor Total: MAPA | | | | 85.72 | 00 | 00 | 85.72 |
| 02/09/11 | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 999.00 | 00 | 00 | 999.00 |
| Vendor Total: SMITHSON | | | | 999.00 | 00 | 00 | 999.00 |
| Report Total: Invoices | | | | | | | 14,474.41 |
| Open Credits | | | | | | | 00 |
| Less Discounts Available | | | | | | | 00 |
| Net Balance Due | | | | | | | 14,474.41 |

*** Report Filters ***
Vendor: ALL
Invoice Dates: 02/03/2011 to 02/03/2011
Status: All
Accounts: All
As of Current Date: 02/03/2011
*** End of Report ***

Spencer County Fiscal Court
Open Invoice Report
As of February 03, 2011

Page 1 of 1

| Invoice Number | Invoice Date | Description | Due Date | Original Amount | Amount Paid | Discount Available | Balance Remaining |
|--------------------------|--------------|---------------------------|----------|-----------------|-------------|--------------------|-------------------|
| Vendor Total: FLEECE | | | | 768.02 | 00 | 00 | 768.02 |
| 02/09/11 | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 768.02 | 00 | 00 | 768.02 |
| Vendor Total: FLEECE | | | | 768.02 | 00 | 00 | 768.02 |
| 02/09/11 | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 4,511.51 | 00 | 00 | 4,511.51 |
| Vendor Total: JEWIERS | | | | 4,511.51 | 00 | 00 | 4,511.51 |
| 02/09/11 | 02/09/11 | 0214502000 hardware cards | 02/09/11 | 152.37 | 00 | 00 | 152.37 |
| Vendor Total: KYRIS | | | | 152.37 | 00 | 00 | 152.37 |
| Report Total: Invoices | | | | | | | 5,429.90 |
| Open Credits | | | | | | | 00 |
| Less Discounts Available | | | | | | | 00 |
| Net Balance Due | | | | | | | 5,429.90 |

*** Report Filters ***
Vendor: ALL
Invoice Dates: 02/03/2011 to 02/03/2011
Status: All
Accounts: All
As of Current Date: 02/03/2011
*** End of Report ***

2) Zoning, Readings And Recommendations:
Julie Sweazy, Planning and Zoning Administrator, read to the Court the following zone changes for first reading.

PUBLIC NOTICE

Notice is hereby given that the Fiscal Court of Spencer County on the 21st day of February, 2011 at its meeting will consider the following ORDINANCE for second reading and adoption:

1. Eric (Shawn) McKinney - Requesting a zone change on two separated tracts of land totaling 9.896 acres. Tract 17A consisting of 2.622 acres from AG-1, agricultural to R-3, residential and Tract 17B consisting of 7.274 acres from AG-1, agricultural to RR, rural residential for property located at 3162 Love Lane.
2. Larry Chad and Wendy Goodlett - Requesting a zone change on a 5.00 acre tract of land from Ag-1, agricultural to R-1, residential for property located at 725 Yoder Station Road.
3. David and Lola Goodwin - requesting a zone change on a 1.001 acre tract of land from Ag-1, agricultural to RM-1, residential located on Little Beech Creek Road.

Attest: Judy Puckett
Clerk Spencer County Fiscal Court

Bill Karrer
Spencer County Judge/Executive

On motion of Esq. Goodlett, second by Esq. Moody, all members of the Court present voting "Aye", it is hereby ordered by the Court to grant the request for the Planning and Zoning Office to purchase a copy machine from M & M Products Office Supplies at the cost of \$1595.00.

Jan Kehne, Zoning Enforcement Officer came before the Court to request a County Vehicle to be used when doing Zoning Enforcement.

3) Jailer Darrell:

On motion of Esq. Moody, second by Esq. Davis, all members of the Court present voting "Aye", it is hereby ordered by the Court to approve the request from Spencer County Jailer, Darrell Herndon for paying the Transport Officers for taking the Certified Training Classes at the cost of \$10.00 an hour.

Day 1 (taught on Feb 7th & 14th)

- Intro/Registration/Orientation
- Grievance Mechanism
- Searches & Restraints
- Transportation of Prisoners
- Contraband
- Ethics & Professionalism
- Constitutional Rights of Inmates
- Report Writing & Documentation
- Mental Health / Suicide Prevention & Response
- Use of Force

I am requesting Spencer County Fiscal Court to pay a stipend of \$10.00 per hour for every hour of certified training taken by each individual Transport Officer.
Darrell Herndon, Spencer Co. Jailer

Day 2 (taught on Feb 21st & 28th)

- Intro/Registration/Orientation
- Effectively Communication with Staff
- Medical Health Issues
- Jail Standards
- Developing Fire, Safety & Sanitation
- Sexual Misconduct / PREA
- Mental Health Issues

ORDERS

Spencer County Fiscal

COURT

374

REGULAR

Term,

REGULAR

Day,

7th

Day of

FEBRUARY

20

11

E1003590LD

Deputy Jailer Agenda 2011

| Day 1 | |
|-------------|---------------------------------------|
| 8:00-8:30 | Introduction/Registration/Orientation |
| 8:30-9:30 | Grievance Mechanism Revisited |
| 9:30-11:00 | Searches and Restraints |
| 11:00-12:30 | Transportation of Prisoners |
| 12:30-1:30 | LUNCH |
| 1:30-2:30 | Contraband |
| 2:30-4:00 | Ethics and Professionalism |
| 4:00-5:00 | Constitutional Rights of the Inmate |

| Day 2 | |
|-------------|----------------------------------------------------|
| 8:00-8:30 | Introduction/Registration/Orientation |
| 8:30-10:00 | Report Writing/Jail Documentation |
| 10:00-11:00 | Mental Health/Suicide Prevention and Response |
| 11:00-12:00 | Use of Force |
| 12:00-1:00 | LUNCH |
| 1:00-2:00 | Effectively Communicating with Staff and Offenders |
| 2:00-5:00 | Medical Health Issues |

| Day 3 | |
|-------------|----------------------------------------------|
| 8:00-8:15 | Introduction/Registration/Orientation |
| 8:15-10:00 | Jail Standards |
| 10:00-12:00 | Developing Fire, Safety and Sanitation Plans |
| 12:00-1:00 | LUNCH |
| 1:00-2:00 | Staff Sexual Misconduct with Offenders/PREA |
| 2:00-5:00 | Mental Health Issues |

| Day 4 | |
|-------------|----------------------------------------------------|
| 8:00-8:30 | Introduction/Registration/Orientation |
| 8:30-10:00 | Report Writing/Jail Documentation |
| 10:00-11:00 | Mental Health/Suicide Prevention and Response |
| 11:00-12:00 | Use of Force |
| 12:00-1:00 | LUNCH |
| 1:00-2:00 | Effectively Communicating with Staff and Offenders |
| 2:00-5:00 | Medical Health Issues |

Deputy Jailer 2011
1MB

On motion of Esq. Moody, second by Esq. Cheek, all members of the Court present voting "Aye", it is hereby ordered by the Court to approve the Shelby County Detention Center Housing and Bullitt County Detention Center Housing Agreement Contracts.

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between SHELBY COUNTY FISCAL COURT and the SHELBY COUNTY JAILER, Parties of the First Part, and SPENCER COUNTY FISCAL COURT and the SPENCER COUNTY JAILER, Parties of the Second Part

WITNESSETH:

WHEREAS the parties hereto desire to enter into an agreement whereby prisoners from Spencer County, Kentucky, are detained and housed by the Shelby County Jailer at the Shelby County Detention Center located in Shelbyville, Kentucky, and

WHEREAS, the parties hereby agree that the Shelby County Jailer will detain and house Spencer County inmates at the Shelby County Detention Center located in Shelbyville, Kentucky, subject to the following:

TERMS AND CONDITIONS:

375

ORDERS

Spencer County Fiscal

COURT

REGULAR

Term,

REGULAR

Day,

7th

Day of

MARCH

20

11

E1003596LD

1. Party of the Second Part will compensate Party of the First Part at the daily rate of \$25.00 per prisoner detained and housed by Party of the First Part.
2. Party of the Second Part make payment to the Shelby County Fiscal Court with all payments being applied to the Shelby County Jail Account. Party of the first Part shall charge Party of the Second Part for the exact number of Spencer County Prisoners housed and detained by Party of the Second Part each month.
3. Party of the Second Part shall be responsible for transporting Spencer County prisoners to and from the Shelby County Detention Center and shall provide adequate notice to the Shelby County Detention Center of the dates and times that Spencer County prisoners will be delivered to and removed from the Shelby County Detention Center. In the event that it becomes necessary for Spencer County prisoners to be transported to any location outside the confines of the Shelby County Detention Center by staff or personnel employed by the Party of First Part for any reason, including but not limited to court appearances, doctor appointments, or hospital visits, Party of the Second Part shall pay Party of the First Part a fee of \$20.00 per hour per staff or personnel utilized for guard duty as well as a mileage charge at the rate of FORTY-NINE (49) cents per mile.
4. Prior to accepting any Spencer County prisoner who is injured, Party of the Second Part will provide Party of the First Part with a doctor's statement indicating that the prisoner has been examined by the doctor and that the examining doctor has released said prisoner from the doctor's care. The officer transporting and delivering the Spencer County prisoner on behalf of the Party of the Second Part shall provide the foregoing documentation at the time of delivery to the employee or staff member of the Party of the First Part who receives the Spencer County prisoner.
5. Except for injuries attributable to the Party of the First Part or its' staff or personnel, Party of the First Part shall not be financially responsible for any medical treatment costs incurred by Spencer County prisoners while incarcerated at the Shelby County Detention Center, including, but not limited to, costs for medication, doctor visits, hospital visits, and any medical test or procedures. Party of the First Part shall not be responsible for determining whether or not any Spencer County prisoner is or is not indigent. Party of the Second Part shall be responsible for collecting any amounts due and owing by Spencer County prisoners for medical costs incurred by those prisoners while detained in the Shelby County Detention Center.
6. In the event that Spencer County prisoners must be removed from the Shelby County Detention Center, whether due to space limitations or other factors, Party of the Second Part shall be responsible for locating alternative placement for any such Spencer County prisoners and Party of the Second Part shall be responsible for transportation of any such Spencer County prisoners from the Shelby County Detention Center.
7. In the discretion of the Party of the First Part, any Spencer County prisoner detained at the Shelby County Detention Center who is eligible for the community service work program may be used in that program.
8. This agreement shall remain in full force and effect until June 30, 2011, unless terminated earlier by either party upon SIXTY (60) days written notice. This agreement shall be modified only upon written agreement signed by all parties.

IN TESTIMONY WHEREOF, witness the hands of the parties hereto, this the day the date first above written.

SHELBY COUNTY FISCAL COURT

SPENCER COUNTY FISCAL COURT

By: Rob Rothenburger
Shelby County Judge/Executive

By: Bill Carter
Spencer County Judge/Executive

SHELBY COUNTY JAILER

SPENCER COUNTY JAILER

Robby Waits

Danell Herndon

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

REGULAR

Term,

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BULLITT COUNTY DETENTION CENTER

ADULT HOUSING CONTRACT

This contract is made and entered into this ____ day of _____, 2011 between BULLITT COUNTY, KENTUCKY, by and through Bullitt County Jailer, Martha Wenver Knox and Bullitt County Judge Executive, Melanie J. Roberts (hereafter "Bullitt") and SPENCER COUNTY, KENTUCKY, by and through Darrell Hendon, Spencer County Jailer and Spencer County Judge Executive Bill Karver (hereafter "Spencer").

WHEREAS Bullitt owns and operates a detention facility known as the BULLITT COUNTY DETENTION CENTER, located in Shepherdsville, Bullitt County Kentucky; and

WHEREAS, Spencer desires to lodge prisoners in that facility;

NOW, THEREFORE, Bullitt and Spencer agree as follows:

- 1. Bullitt will provide detention facility space on an "as available" basis for prisoners provided by Spencer
2. Spencer shall pay Bullitt the sum of Twenty-Five Dollars (\$25.00) per day per prisoner for providing detention facility space.
3. In the event any prisoner provided by Spencer requires medical treatment while in Bullitt's custody, any expenses incurred in obtaining in house medical treatment shall be promptly paid or reimbursed by Spencer.
4. In the event a prisoner housed at Spencer's request needs to be housed in the medical unit of Bullitt's detention facility, Spencer shall pay Bullitt the sum of sixty-five dollars (\$65.00) per day per prisoner for providing medical unit space.
5. In the event any prisoner housed at Spencer's request damages or destroys any property belonging to Bullitt, Spencer agrees to promptly reimburse Bullitt for the damages.
6. In the event any prisoner housed at Spencer's request requires special or around the clock guard status, including, but not limited to, hospitalization periods, Spencer agrees to reimburse Bullitt for the expense of the additional guard duty.
7. Any expense incurred in transporting Spencer's prisoners will be paid by Spencer.
8. Bullitt shall bill Spencer for expenses under this contract on a monthly basis. Spencer agrees to pay the monthly bill in full no later than forty-five (45) days after its receipt.
9. Any amendments or modifications to this contract shall be made in writing and signed by the parties. This contract may be terminated by either party by giving notice to the other party in writing not later than 60 days prior to the termination date.
10. This contract shall be effective from the ____ day of January, 2011 until the 31st day of December, 2014 unless sooner terminated by agreement of the parties.

Melanie J. Roberts
Bullitt County Judge Executive

Bill Karver
Spencer County Judge Executive

REGULAR

Term,

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Melba Weaver Knox
Bullitt County Jailer

Darrell Herndon
Spencer County Jailer

Page 2 of 2

On motion of Esq. Davis, second by Esq. Moody, all members of the Court present voting "Aye", it is hereby ordered by the Court to approve the Transport Contract for Spencer County with recommended 8 hours per year of training.

Transportation Contracts
for Spencer County

This Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2011, by and between _____ ("Transportation Officer") whose mailing address is _____ and the Spencer County Fiscal Court, whose mailing address is PO Box 397, Taylorsville, Kentucky 40071, for the transportation of inmates:

WHEREAS, the Transportation Officer understands that the position he/she is accepting is that of a transport officer and not that of a deputy jailer. The Transportation Officer further understands that he/she will not be a sworn officer, and therefore will not have arrest powers in Spencer County, Kentucky.

Section 1: Compensation

The Transportation Officer will be paid \$40.00 for each run for the actual transporting of all inmates;

(a) A run is defined as any distance of 50 miles or less; *one way*

Additionally, the Transportation Officer will be paid an hourly sitting rate of \$10.00 per hour during the day shift between the hours of 8:00 am and 5 pm; and \$12.00 per hour during all other hours.

Section 2: Responsibilities

2.1 Arrests:

The Transportation Officer shall be responsible for transporting inmates from Spencer County to the detention facility contracted by the Spencer County Fiscal Court for the housing of inmates. The Transportation Officer shall be responsible for the transporting of inmates arrested outside of Spencer County on Spencer County charges to the detention facility contracted with by the Spencer County Fiscal Court

2.2 Court Transports:

The Transportation Officer shall be responsible for the transportation of inmates lodged at the contracting facility to court appearances in Spencer County and at other places as may be designated by a judge of the 53rd Judicial Circuit. Further, the Transportation Officer shall be responsible for the transportation of inmates lodged outside of the contract facility to court

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appearances in Spencer County and at other places as may be designated by a judge of the 53rd Judicial Circuit

2.3 *Juvenile Transports:*

The Transportation Officer shall be responsible for the transportation of juvenile inmates to the juvenile detention facility upon initial detention by the court and from the detention facility for any subsequent court appearances by the court as required.

2.4 *Mental Health Transports:*

The Transportation Officer shall be responsible for the transportation of a juvenile or an adult subject of a mental health warrant to the appropriate mental health facility.

2.5 *Training.*

The Transportation Officer shall complete 8 hours of training per year.

Section 3: *Miscellaneous*

3.1 *Confidentiality:*

The Transportation Officer shall not disclose confidential information except as required by subpoena, notice of deposition or other discovery request or otherwise required by law or order of a court. If any legal proceedings, including, but not limited to, any subpoenas, notice or deposition or other discovery requests are instituted against said Transportation Officer, said Officer shall immediately notify the Spencer County Fiscal Court and or the jailer.

3.2 The Transportation Officer will be given a copy of the Spencer County Jailer's Policy and Procedure Manual and will be subject to any and all portions applicable to him/her.

3.3 *Entire Agreement:*

This Agreement constitutes the entire Agreement between the parties and supersedes all prior contracts, representations or agreements relating thereto, written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modification of this Agreement shall be effective unless in writing and signed by each of the parties.

3.4 *Severability:*

The various terms, provisions and covenants and portions thereof herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any one of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

3.5 *Waiver:*

ORDERS

Spencer County Fiscal COURT

REGULAR Term, REGULAR Day, 7th Day of FEBRUARY 20 11

No waiver of the terms, conditions and/or covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties. No waiver by either party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any subsequent breach of the same provision or condition, unless such waiver be so expressed in writing signed by the parties.

3.6 Notices:

Any notice required or permitted to be given under this Agreement shall be in writing, shall be deemed duly given if delivered in person, telecopied or deposited in the United States mail, first class, certified, or registered mail, postage prepaid, return receipt requested, to the addresses first stated above. Any notice shall be deemed given when received by the party to whom it was so writing the receipt of any notice delivered in person.

3.7 Governing Law:

The validity, interpretation and performance of this Agreement, and the legal relations of the parties, shall be governed by and construed in accordance with the laws of the State of Kentucky and the parties hereby stipulate that the County of Spencer, Kentucky shall be the venue of any legal action.

IN WITNESS WHEREOF, the County of Spencer by its County Judge Executive hereunto subscribes his name, and _____, hereunto subscribes his/her name this ____ day of February, 2011.

BILL KARRER, Spencer County Judge Executive

Spencer County Transportation Officer

On motion of Esq. Moody, second by Esq. Davis, all members of the Court present voting "Aye", it is hereby ordered by the Court to accept the Spencer County Office Of The Jailer Policy And Procedures Manual for 2011.

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SPENCER COUNTY OFFICE OF THE JAILERPOLICY AND PROCEDURES MANUAL2011ADOPTED

DARRELL HERNDON
SPENCER COUNTY JAILER

STATEMENT OF PURPOSE

This POLICY AND PROCEDURES MANUAL is the protocol which must be followed by all staff members of the OFFICE OF THE SPENCER COUNTY JAILER.

This manual describes the policies and procedures set forth to insure that all regulations, laws, and proper procedures are followed to provide, protect, and promote the well-being, safety and security of all individuals.

OUR MISSION

To provide quality service, safety, security, well-being, respect the dignity and integrity of all individuals. Demonstrate the highest standards of personal and professional conduct and competence as well as commitment to excellence of job performance. To build and enhance relationships with law enforcement agencies throughout the county of Spencer, and the state of Kentucky.

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DUTIES OF THE JAILER

As determined by the Spencer County Fiscal Court, the Spencer County Jailer is responsible for the transporting of prisoners arrested in Spencer County to co-operating county Detention Centers. The Jailer is also responsible for transporting prisoners to and from Court from the Detention Center(s) where the prisoners are being lodged.

It is the Spencer County Jailer's duty to fully appraise the Detention Center where the prisoners of Spencer County are being housed, relevant background information pertaining to the prisoner. This information includes, but not limited to, behavioral problems, pending charges, known medical and known psychological/psychiatric problems etc.

It is the Spencer County Jailer's duty to inform the holding Detention Centers of all Court dates, scheduled pick up of prisoners, transfer of prisoners to treatment facilities, final sentencing of State prisoners, work release and prisoners serving sentences on the weekends who will be reporting to the Detention Center, and sentence start dates and release dates for prisoners. The Spencer County Jailer is responsible for transferring all paperwork from the Spencer County Court(s) to the Detention Center, and returning paperwork from the Detention Center to the Spencer County Court(s).

The Spencer County Jailer shall keep records of arrests on each prisoner. A folder shall be prepared for each prisoner and include all information relevant to the charges of the prisoner including bonds, jail time credit and dispositions of cases on prisoners that are in custody. The files may be purged and destroyed in accordance with applicable records and retention schedules.

The Spencer County Jailer shall verify all bills charged to the jailer's account and submit these to Fiscal Court for payment, along with purchase order requests.

The Spencer County Jailer shall, on a monthly basis, bill all prisoners for services provided for incarceration and medical costs deemed necessary and appropriate by the Spencer County Fiscal Court. The Jailer shall keep track of all monies paid and outstanding debts owed to the County. These debts may be turned over to the Spencer County Attorney for possible civil actions if the debt is not paid. Monies collected will be turned in to the Spencer County Treasurer on a monthly basis. The Spencer County Jailer will make a monthly report to the Spencer County Fiscal Court on monies received.

The Spencer County Jailer shall submit a monthly report to the Spencer County Fiscal Court that describes the number of arrests, transports, prisoners in custody number of Court appearances, cost of housing prisoners, medical costs for prisoners, juvenile housing bills (if applicable), total monies collected for the month, numbers of gas fuel used and overall costs for the month of the Jail Department.

The Spencer County Jailer shall attend Fiscal Court meetings if possible to answer questions for the Court related to the Jail Department.

The Spencer County Jailer shall receive at least 40 hours of training annually, as approved by the Governor's Office of Local Development (GOLD).

The Spencer County Jailer shall assist in preparing the Jail Budget each year. This must be presented to the Spencer County Fiscal Court by April 01, of each year.

The Spencer County Jailer shall prepare a work schedule and an on-call schedule to be distributed to all police agencies in the county.

The Spencer County Jailer shall keep track of all timesheets for employees and turn them in to the

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Code of Ethics

Jail Department personnel are expected to behave in a manner that will reflect excellence of job performance, professionalism, honesty, integrity, respect of self and others.

The Jailer shall make a written code of ethics available to each employee.

An employee shall not:

1. Exchange a personal gift or favor with a prisoner, prisoner's family, or friends.
2. Accept any form of bribe or unlawful inducement.
3. Perform duties under the influence of an intoxicant or consume an intoxicant while on duty.
4. Violate or disobey an established rule, administrative regulation, or lawful order from a superior.
5. Discriminate against a prisoner on the basis of race, religion, creed, gender, national origin, or other individual characteristic.
6. Employ corporal punishment or unnecessary physical force.
7. Subject a prisoner to physical or mental abuse.
8. Intentionally demean or humiliate a prisoner.
9. Bring a weapon or an item declared as contraband into a jail without proper authorization.
10. Engage in critical discussion of staff or a prisoner in the presence of another prisoner.
11. Disclose confidential information without proper authorization.
12. Withhold information which threatens the security of the jail, its staff, visitors, or the community.
13. Through negligence or intentionally, endanger the well-being of self or another.
14. Engage in a business or profitable enterprise with a prisoner.
15. Inquire about, disclose, or discuss details of a prisoner's crime other than as may be necessary in performing official duties.
16. Enter into an intimate, personal relationship with a prisoner while the prisoner is incarcerated.
17. Enter into an intimate, personal relationship with a former prisoner within (6) six months of that prisoner's release.
18. All Transport Officers shall act in a professional manner while on duty.

An employee shall:

1. Comply with established rules, administrative regulations, and lawful orders from a superior.
2. Treat each prisoner in a fair, impartial manner.
3. Report a violation of the Code of Ethics to the Jailer.

A VIOLATION OF THE CODE OF ETHICS SHALL BE MADE PART OF THE EMPLOYEE'S PERSONNEL FILE.

JAIL PERSONNEL (TRANSPORT OFFICERS) ARE REQUIRED TO FOLLOW ANY ADDITIONAL CODES OF ETHICS ADOPTED FOR SPENCER COUNTY EMPLOYEES.

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County Judge Executives' office for payment.

The Spencer County Jailor will ensure that all Transport Officers are at least 21 years of age and will conduct a thorough background investigation prior to employment.

3

TRANSPORT OFFICER JOB DESCRIPTION

Duties of the Transport Officers will be as follows:

When on call, the Transport Officer shall carry a cell phone or have access to a phone and respond in a reasonable amount of time to the arresting agency to pick up prisoners for transport to the applicable Detention Center(s).

The Jailor is responsible for ensuring all transport officers receive adequate training and will not allow the transport officer to work alone until they feel the employee has demonstrated the skills necessary and pertinent to that of a transport officer.

Officers are responsible for the clothed searches of prisoners, of the same sex only, upon receiving them from the arresting agency or Detention Center. Property shall be stored safely and securely, out of the prisoners reach, for transport to the Detention Center, or transport from the Detention Center.

Officers shall place restraints on all prisoners in accordance with the restraint policy

Officers shall not make any non-emergency stops during the transport. Any non-emergency stops that are necessary shall be predetermined and arranged with the Jailor. When possible, use law enforcement facilities for non-emergency stops.

Any prisoner that is in need of medical treatment or intoxicated to the point of not being able to walk or stand on their own will be refused and the Jailor will be notified. The Officer will fill out a refusal form and a copy will be given to the arresting officer. The arresting officer is responsible for getting medical treatment for the prisoner. Once the prisoner has been medically cleared by a medical professional, the Transport Officer will then take custody of the prisoner for transport to the Detention Center, along with necessary clearances from the qualified medical professional

The Transport Officer will notify the Jailor if any prisoner is combative or considered an escape risk. The Jailor may assist in the transport or assign additional Transport Officers to assist in the transport. This will include any prisoner with a Class C, D, and A Felony, or prisoners of the opposite sex.

Transport Officers are responsible for completing a body receipt and transport log for each prisoner that is transported. The paperwork will be turned into the Jailor for proper filing.

After the prisoner has been lodged in the Detention Center, the Transport Officer will immediately return to the Jailor's Office or designated area.

Transport Officers will occasionally be required to help with Court transports if necessary.

Transport Officers must be physically and mentally fit.

Transport Officers must maintain a valid driver's license at all times. Any violations of United States or Kentucky laws must be reported to the Jailor immediately.

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Code of Ethics

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Jail Department personnel are expected to behave in a manner that will reflect excellence of job performance, professionalism, honesty, integrity, respect of self and others.

The Jailor shall make a written code of ethics available to each employee.

An employee shall not:

1. Exchange a personal gift or favor with a prisoner, prisoner's family, or friends.
2. Accept any form of bribe or unlawful inducement.
3. Perform duties under the influence of an intoxicant or consume and intoxicant while on duty.
4. Violate or disobey any established rule, administrative regulation, or lawful order from a superior.
5. Discriminate against a prisoner on the basis of race, religion, creed, gender, national origin, or other individual characteristics.
6. Employ corporal punishment or unnecessary physical force.
7. Subject a prisoner to physical or mental abuse.
8. Intentionally demean or humiliate a prisoner.
9. Bring a weapon or an item declared as contraband into a jail without proper authorization.
10. Engage in critical discussion of staff or a prisoner in the presence of another prisoner.
11. Divulge confidential information without proper authorization.
12. Withhold information which threatens the security of the jail, its staff, visitors, or the community.
13. Through negligence or intentionally, endanger the well-being of self or another.
14. Engage in a business or profitable enterprise with a prisoner.
15. Inquire about, disclose, or discuss details of a prisoner's crime other than as may be necessary in performing official duties.
16. Enter into an intimate, personal relationship with a prisoner while the prisoner is incarcerated.
17. Enter into an intimate, personal relationship with a former prisoner within (6) six months of that prisoner's release.
18. All Transport Officers shall act in a professional manner while on duty.

An employee shall:

1. Comply with established rules, administrative regulations, and lawful orders from a superior.
2. Treat each prisoner in a fair, impartial manner.
3. Report a violation of the Code of Ethics to the Jailor.

A VIOLATION OF THE CODE OF ETHICS SHALL BE MADE PART OF THE EMPLOYEE'S PERSONNEL FILE.

JAIL PERSONNEL (TRANSPORT OFFICERS) ARE REQUIRED TO FOLLOW ANY ADDITIONAL CODES OF ETHICS ADOPTED FOR SPENCER COUNTY EMPLOYEES.

POLICIES FOR THE SPENCER COUNTY PRISONER TRANSPORTS

5

I. Firearms

- A. Firearms shall only be carried by officers that have completed training and are certified to do so. The Jailor or their designee must approve the use of firearms during transport.
- B. Firearms shall not be carried off-duty, unless approved by the Jailor.
- C. Firearms shall be carried in approved holsters.
- D. At no time shall a prisoner have access to or control of a firearm.
- E. Firearms shall be stored in a manner to ensure unauthorized persons do not have access to them.
 1. County issued firearms and ammunition shall be accounted for at all times utilizing the Firearm Control Log.
 2. The Jailor or their designee has the responsibility of tracking all jail weapons and equipment.
 3. The Jailor or their designee is responsible to ensure the weapons and equipment are stored safely and securely.
 4. The Jailor or their designee shall ensure that firearms and equipment are maintained and in working order.

II. Prisoner Searches

- A. Each prisoner and their possessions shall be searched for contraband in a manner staff reasonably determines is necessary to protect the safety of fellow prisoners and staff.
- B. Officers are only to conduct same sex searches. If unable to conduct a search of a prisoner, the arresting officer or Detention Center staff should be asked to conduct a search in accordance with their policies.
 1. Transport Officers are responsible for searching their prisoners. The Transport Officer shall witness the clothed search of their prisoner if they are unable to conduct the search themselves.
- C. Once a prisoner has been searched, they should be isolated as much as possible from the other prisoners until the transport is ready to take place.
- D. Transport Officers shall not conduct a strip search of any prisoner.
 1. A prisoner may be strip searched by Detention Staff only on reasonable suspicion that is based upon the existence of objective information that may predict the likelihood of the presence of a weapon, drugs or other item of contraband concealed on a particular prisoner. Reasonable suspicion shall be based upon one (1) or more of the following.
 - a. Current offense involving felony violence, drug charges, or fugitive status.
 - b. A criminal history of offenses involving the use of a weapon or the possession of contraband.
 - c. Institutional behavior, reliable information, or history that indicates possession or manufacturing of contraband, the refusal to submit to a clothed pat down search or a clothed pat down search reveals the possession of contraband.
 - d. Contact with the public by contact visit, court appearance that takes place in an area to which the public may have access, or after transport from or through an area to which the public may have access.
 - e. The court has ordered commitment to custody after arraignment, conviction, sentencing, or other court appearance, and the prisoner was not in custody prior to the court appearance.
 2. If reasonable suspicion exists, the Transport Officer(s) shall notify the Jailor and Detention Center staff.
- E. At no time shall a Transport Officer conduct a cavity search of any prisoner.

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III. Restraints

- A. Restraints will be placed on all prisoners prior to being transported. Location of the restraints (front or back) shall be coordinated between the Jailer and Transport Officer(s).
 - 1. If restraints have been placed on the prisoner by another, the Transport Officer shall recheck the restraints themselves.
 - 2. Handcuffs and leg cuffs shall be double locked.
 - 3. Officers should check the restraints to ensure they haven't been placed too tight or too loosely.
 - a. If during an extensive transport, restraints should be checked periodically to ensure inmates are not tampering with them, and to ensure the inmate is not experiencing any legitimate discomfort.
- B. A prisoner that has been placed in restraints should not be left unattended.
- C. Restraints should not be removed during transports. In the event that restraints have to be removed during a transport, the Transport Officer shall notify the Jailer.
 - 1. Planned restraint removal should be coordinated with the Jailer. This would include transports to funerals, hospitals, doctor offices, court, etc.
- D. Under no circumstances should a prisoner be restrained to any part of the vehicle.
- E. The Jailer or their designee shall ensure that all County issued restraints are properly accounted for and are maintained in a safe and operable manner.
- F. Under no circumstances will restraints be used:
 - 1. As a method of punishment.
 - 2. To quiet a noisy prisoner.
 - 3. About the head or neck of a prisoner.
 - 4. In a way that causes undue physical discomfort.
 - 5. To restrict the blood circulation or breathing of the prisoner.

IV. Transport Vehicles

- A. The Jailer or their designee shall be responsible for ensuring all transport vehicles are maintained in a safe and operable manner.
- B. Prior to and after transports, Transport Officer shall, at a minimum inspect their own vehicle for:
 - 1. Proper tire inflation.
 - 2. Proper fuel and oil amounts.
 - 3. Emergency equipment (lights, spare tires, jack, flares, etc.)
 - 4. Vehicle damage.
 - 5. Windshield wiper conditions.
 - 6. Seatbelt and locking mechanism conditions.
 - 7. Fire extinguisher (located in an area that is inaccessible to the prisoner).
 - 8. Contraband.
 - a. Any unsafe conditions noticed by the Transport Officer must be documented and the Jailer must be informed.
 - b. Transport Officers must ensure that all seatbelts are pulled out and inspected for contraband.
- C. If available, the Transport Officer shall check to ensure all cell phones and/or radios are properly charged and operable.

7.

V. Transportation Movements.

- A. Transport Officers shall ensure that all necessary paperwork (court orders, detainers, citations, etc.) are in order prior, and in their possession prior to transporting the prisoner(s).
- B. The Jailer shall ensure that Transport Officers transport prisoners of the same sex as much as possible.
- C. Transport Officers are required to have a valid drivers license on them at all times during transport.
- D. Public display of the inmates should be minimal.
- E. A movement log should be maintained by the Jailer and Transport Officer.
 - 1. For movements other than routine, the Jailer and Transport Officer will coordinate such routes and plan for emergency and planned stops along the route.
 - 2. Estimate arrival times and, if necessary, communication contacts with the Jailer or their designee will be developed along routes.
 - 3. Under no circumstances shall an inmate be knowledgeable of movement routes planned stops.
- F. Seatbelts shall be placed on all inmates in the vehicle.
- G. A prisoner should never be placed in the front seat of a vehicle, if the vehicle is equipped with a screen.
- H. Weapons shall be placed, or worn in a manner so that prisoners cannot have easy access to them.
 - 1. For vehicles without screens, prisoners shall be placed where they can be seen at all times by the Transport Officer.
 - a. Weapons shall be worn on the hip that faces the outside door of the vehicle.
- I. If unexpected delays occur, notify the Jailer and, if necessary, the Detention Center.
 - 1. If there is an unexpected change in planned or routine routes, the Transport Officer shall immediately notify the Jailer and, if necessary the Detention Center.
 - 2. If there is an extensive delay, or no contact made with the Transport Officer(s), the Jailer shall activate emergency procedures.

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J. Meals

- A. If the transport lasts during meal times, the Transport Officer shall coordinate meals with the Jailer and Detention Center.
- B. The Detention Center shall provide the prisoner with a sack lunch if it is anticipated that the transport will last during meal time.
- C. If the Transport Officer is responsible for feeding the prisoner(s), the Officer shall utilize a drive thru restaurant.
 - 1. Prisoners will be allowed to eat finger foods and will not be provided hot drinks that could be used to injure another inmate or Transport Officer(s).
 - 2. The Transport Officer is responsible to ensure the contents of the lunches provided to the prisoner(s) do not contain any utensils or items that could be used to injure another inmate or Transport Officer(s).
- K. If necessary, Transport Officers will ensure that a body receipt is filled out on each prisoner that they deliver, or retrieve.
- L. Upon return from the transport, the Transport Officer shall notify the Jailer or their designee with an estimated time of arrival.
 - 1. Any side trips en route to the Jailers office shall be approved by the Jailer, or their designee.
 - 2. Transport Officers shall ensure that any necessary paperwork that needs to be brought back to the Jailers Office, Court, etc. are in order and in their possession.
 - 3. Transport Officers shall ensure that all paperwork is delivered to the proper authority.
- M. Transport Officers shall not accept custody of a prisoner that is in need of medical attention. Any prisoner that is in need of medical attention shall be cleared by a medical provider prior to the Transport Officer accepting custody.
 - 1. It shall be the policy of the Spencer County Jailers Office that the arresting agency shall be responsible for transporting a prisoner who is in need of medical attention to a medical provider for proper clearance.
 - 2. The Transport Officer shall ensure that the prisoner has been medically cleared by a medical provider and accept receipt of such clearance by the arresting agency and transport the prisoner and proper documentation to the Detention Center.
 - 3. The Jailer shall be notified either by telephone and/or written report of an inmate who has been refused by the Transport Officer.

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VI. High Risk and High Profile Transports

- A. High risk transports shall be determined as transports involving:
 - 1. A prisoner charged/sentenced with a capital offense.
 - 2. A prisoner charged/sentenced with a Class B offense or above.
 - 3. A prisoner charged/sentenced with Escape or Assault III.
 - 4. A prisoner with a history of escape, attempted escape, violence, etc.
 - 5. Opposite sex transports.
 - 6. Large movement of prisoners
 - a. Depending on the size of the movement, chase vehicles may be utilized as determined by the Jailer.
 - 7. A prisoner determined by the Jailer or the Jailer's staff to be high risk.
- B. High Profile transports shall be determined as transports involving:
 - 1. A prisoner who is known to the public such a public official, celebrity, community leader, activist, etc.
 - 2. A prisoner who has committed a very public crime.
 - 3. A prisoner determined by the Jailer or the Jailer's staff to be a high profile transport.
- C. The Jailer shall make all reasonable efforts to ensure the inmate and public are not at risk while transporting high risk and high profile prisoners.
 - 1. Coordinated routes and contingency plans will be in place when transporting high risk and high profile prisoners.
 - 2. Transport Officers will ensure that the public, inmate and media are not placed at risk while conducting such transports.
 - 3. Alternate routes will be considered during such transports as well as exit and entrance strategies to reduce the risk of public, inmate and media safety.
 - 4. Additional personnel, as determined by the Jailer, shall be utilized during high risk and high profile transports.
- D. The Jailer and Transport Officers should use all available resources, and local law enforcement agencies, as necessary, to assist in transporting high risk and high profile prisoners.

VII. EMERGENCY PROCEDURES

- A. Vehicle Malfunctions
 - 1. In the event that the transport vehicle breaks down, has a flat tire, wreck, or any other malfunction that would render the vehicle immobile, the Transport Officer shall immediately notify the Jailer, if necessary, the Detention Center, and local law enforcement of their immobility.
 - 2. The Transport Officer shall ensure that the vehicle is in a safe location with emergency lights on.
 - 3. Prisoners should not be allowed to exit the vehicle unless there is risk that keeping the prisoners in the vehicle will result in death or serious physical injury.
 - a. In the event that prisoners have to be removed from the vehicle, the Transport Officer shall ensure that all prisoners remain together in a safe location away from vehicle.
 - b. At no time should the Transport Officer leave any prisoner unattended during an emergency unless such need arises to save lives or render emergency assistance to others.
- B. Escapes
 - 1. In the event that an inmate escapes custody from the Transport Officer, the Transport Officer shall:
 - a. Call 911 and notify them of the escape, giving all pertinent information regarding the prisoner and location where the escape occurred.
 - b. Notify the Jailer, and if necessary, the Detention Center, that an escape has occurred.
 - c. All remaining prisoners shall be transported back to the contracting Detention Center immediately, closest Detention Center, or secured in locations such as Court holding cells, until assistance has arrived.
 - d. In the event that multiple Transport Officers are conducting the transport, one Officer

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should attempt to apprehend the inmate in such a manner that does not cause any threat to their safety, the safety of the public, the safety of their fellow Transport Officers, or safety of the other inmates involved in the transport.

- 1. The Transport Officers should ensure that the escape was not a distraction to separate the Transport Officers from one another.
- 2. At no time shall a Transport Officer engage in a "hot pursuit" of an escapee, in a Transport vehicle while other prisoners are in the vehicle.

C. Natural Disasters

1. Transport Officers are responsible for ensuring they are aware of any developing and/or existing weather conditions, prior to the transport, which may cause delays or emergencies or which may be a threat to their life and safety as well as the prisoners.

2. Tornadoes

- a. In the event that a tornado develops while conducting a transport, the Transport Officer shall park the transport vehicle as quickly and safely as possible.
- b. The Transport Officer shall seek safety and shelter for themselves and their prisoners in a sturdy building, if available.
- c. If on open land, the Transport Officer should seek low ground away from trees, cars, homes or other potentially dangerous items which may be blown onto them, and instruct the prisoners to lie face down with their arms protecting the back of their heads. (Prisoners would need to be cuffed in front)

D. Hostage Situations

- 1. When a prisoner, staff member, or citizen is taken hostage, protection of the hostage, prevention of the escape by the abductor, and prevention of the use of deadly force shall become the primary objective.
- 2. The Transport Officer shall isolate the area within which the hostage is being held to prevent other inmates from being injured or taking part in the situation.

E. Mass Evacuation Plans

- 1. The mass evacuation of the Spencer County Jail's Office shall be coordinated with the Shelby County Detention Center.
- 2. The mass evacuation plan shall be reviewed and updated annually or more frequently as necessary.

F. Use of Force

- 1. Physical Force- as defined, is any force used when directed towards the body of another and includes confinement and restraint.
 - a. Physical force may be used for self protection, protection of another, and by sworn staff or other authorized correctional officials when he/she believes it is necessary to protect themselves or others against the use or imminent use of unlawful physical force by the other person.
 - b. Physical force may be used to prevent escapes, protect property, and to subdue unruly prisoner(s).
- 2. Deadly Force- as defined, is any force which is used with the purpose of causing death or serious physical injury, and which the person knows creates a substantial risk of causing death or serious injury.
 - a. Deadly force may be used only when the person using it believes that such a degree of force is necessary to protect himself/herself or another from imminent death, serious, physical injury, kidnapping or sexual intercourse compelled by threat or force.
 - B. The use of physical force, including deadly physical force, by a defendant upon another person is justifiable when the defendant is preventing the escape of an arrested person and when the force could be justifiably have been used to effect the arrest under which the person is in custody, except that a guard or other person authorized to act as a peace officer is justified in using any force, including deadly force, which he believes to be necessary to prevent the escape of a person from jail, prison, or other institutions for the detention of persons charged with or convicted of a crime.
- 3. Before deadly force is used under circumstances allowable by law, the officer shall always use due care and caution and evaluate all circumstances before taking action.
- 4. Only the minimal amount of force necessary will be used to prevent escapes, to prevent access to or use of contraband, to protect prisoners, to protect staff, or to prevent the destruction or substantial loss of county property. Any officer, who may be in a position where physical force may have to be used, shall be trained in approved methods of applying physical force.

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On motion of Esq. Cheek, second by Esq. Judd, all members of the Court present voting "Aye", it is hereby ordered by the Court to approve the Spencer County Jailer Monthly Report.

SPENCER COUNTY OFFICE OF THE JAILER MONTHLY REPORT

DARRELL HERNDON JAILER

TRANSPORT LOG FOR JANUARY 2011

| Transport Officer | Unit | Number of Runs | Set Time Day@ \$10.00 Night@ \$12.00 | Food Expense | Payment |
|-------------------|------|---------------------|--------------------------------------------|----------------|-------------------|
| Maulene Crumser | 177 | 23 | 2.5-D/6N | 0 | \$1,017.00 |
| Sharon Cook | 180 | 3 | 1-N | 0 | \$132.00 |
| Rob Hance | 186 | 12 | 1-N | 0 | \$492.00 |
| Mike Blackburn | 190 | 0 | 0 | 0 | \$0.00 |
| Melvin Gore | 191 | 8 | 0 | 0 | \$320.00 |
| Darrell Herndon | 185 | 68 n/c (\$2,720.00) | 0 | \$23.88 | \$23.88 |
| TOTALS | | 114 | 2.5-D/6-N | \$23.88 | \$1,984.88 |

Court Runs 58 Jail Runs 56

TOTAL MILEAGE 4,849 *(FLEET CARD) GAS EXPENSE \$766.02

VEHICLE REPAIRS \$0.00

Additional expenses: _____

MONTHLY TOTAL DUE \$1984.88

JAILER'S SIGNATURE: *Darrell Herndon*
DATE: 2/2/11 TIME: _____

4) DEN Director Darrell Stevens, Proposed Hazardous Material Ordinance: This item will be brought back to next meeting.

5) Continuity Of Government Ordinance #10, 2nd Reading And Adoption: On motion of Esq. Judd, second by Esq. Cheek, all members of the Court present voting "Aye", it is hereby ordered by the Court to approve Ordinance No.10, An Ordinance Relating To the Continuity Of Government, for second reading and adoption.

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Spencer County, Kentucky
Ordinance No. 10
Fiscal Year 2011 Series

An Ordinance Relating to the Continuity of Government

Whereas, the Spencer County Fiscal Court deems it necessary to provide for the orderly succession of the Office of County Judge Executive in the event of the absence or disability of the Judge Executive as defined in KRS 67.725, or a vacancy of the Office of the Judge Executive to be filled in accordance with Section 152 of the Kentucky Constitution; and

Whereas, the line of succession contained in this ordinance is to ensure that a county governmental official is available to serve in the absence or disability of the Judge Executive, Deputy Judge Executive, or any successor.

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

Section One. When the absence or disability of Spencer County Judge Executive Bill Karre shall prevent his serving in the Office and performing the duties and responsibilities of the County Judge Executive, these duties shall be administered temporarily by Deputy County Judge Executive Karen Cartsinger, appointed pursuant to KRS 67.711, and whose authority is set forth in KRS 67.711(2) and emergency powers KRS 67.730 to 67.735.

Section Two. If neither the County Judge Executive nor the Deputy County Judge Executive is able to serve in the Office of Judge Executive by reason of absence, disability, or vacancy, then the duties of the Office of Judge Executive shall be assumed temporarily by members of the Spencer County Fiscal Court as follows, with emergency powers as set forth in KRS 67.740 to 67.745:

1. David Goedlett
2. Robert Judd
3. Ronald Cheek
4. Mike Moody
5. Jerry Davis

Section Three. This ordinance shall take effect and be in full force upon its adoption and publication as prescribed by law. All prior ordinances, resolutions, or parts thereof inconsistent with this ordinance are hereby repealed.

Given first reading and approval on January 3rd, 2011

Given second reading and adoption on _____

Bill Karre
Spencer County Judge Executive

Attest:

Judy Puckett
Spencer County Fiscal Court Clerk

6) Designation of Applicant's Agent Form For Ky Emergency Management And FEMA Services:
On motion of Esq. Goodlett, second by Esq. Moody, all members of the Court present voting "Aye", it is hereby ordered to accept and approve the form TAB V-3-2 Designation of Applicants Agent for Kentucky Emergency Management And FEMA Services

REGULAR

Term,

REGULAR

Day,

7th

Day of

FEBRUARY

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TAB V-3-2
DESIGNATION OF APPLICANT'S AGENT
RESOLUTION

BE IT RESOLVED BY _____ OF _____
(Governing Body) (Public Entity)

THAT _____
(Name of Incumbent) (Official Position)

is hereby authorized to execute for and in behalf of _____

_____ a public entity established under the laws of the Commonwealth of Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT _____ a public entity established under the laws of the Commonwealth of Kentucky, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

Passed and approved this _____ day of _____, 20 _____

(Name and Title)

(Name and Title)

(Name and Title)

CERTIFICATION

I, _____, duly appointed and _____ of _____
(Title)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ of _____
(Governing Body) (Public Entity)

on the _____ day of _____, 20 _____

Date _____

(Official Position)

(Signature)

KY013 (Rev. 2005)
Rev. 9/2/05

V-3-2-1

KyEOP-00-02

8) Surplus Of 2010/11 Road Flex Funds and Recommendations For 2011/12 Flex Funds.
On motion of Esq. Judd, second by Esq. Cheek, all members of the Court present voting "Aye", it is hereby ordered by the Court to keep the road flex funds for 2010/11 and 2011/12 the same as it stands now.

Next Fiscal Court Meeting will be on February 21, 2011 at 7:00 PM.

On motion of Esq. Cheek, second by Esq. Goodlett, all members of the Court present voting "Aye", it is hereby ordered by the Court for this meeting to be adjourned.


BILL KARRER, SPENCER COUNTY JUDGE EXECUTIVE