

HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOKRecords of Minutes of Regular Meeting 03/09 20 21

Court convened for a Regular Meeting at the Courthouse, Henderson, KY, on Tuesday, March 9, 2021 at 9:30 a.m., County Judge/Executive Brad Schneider presiding. Due to the State of Emergency from COVID-19, per the KY Attorney General Opinion 20-05 public attendance was not permitted. This meeting was broadcast live on Facebook on the Henderson County Government page

Call To Order

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

Invocation

The invocation was given by Judge Schneider

Pledge of Allegiance

Judge/Executive Brad Schneider led the Pledge of Allegiance.

Roll Call

Magistrate Berry	Present (by video)
Magistrate McCollom	Present (by video)
Magistrate Moran	Present (by video)
Magistrate Puttman	Present (by video)
Magistrate Southard	Present (by video)

Minutes February 23, 2021 Fiscal Court Meeting

Magistrate Moran made a motion to approve the February 23, 2021 fiscal court minutes as submitted. Magistrate Berry seconded the motion. A voice vote was held. All present voted in favor and the motion carried.

Bid Opening – Network Storage – Brent Jacobs

Only one sealed bid was received. The bid was opened from Pinnacle Computer Services. The bid received was for \$59,248.19. Brent Jacobs reviewed the bid and stated that it was acceptable. The total cost will be \$60,728.19 which includes an extended warranty on the UPS. Magistrate McCollom made a motion to accept the bid and make the purchase. Magistrate Berry seconded the motion. A voice vote was held and all voted in favor. The motion carried.

Public Hearing – Recreational Trails Program Grant – Sandy Watkins Park Walking Trail

Magistrate McCollom made a motion to go into public hearing. Magistrate Puttman seconded the motion. A voice vote was held. All voted in favor. Judge Schneider explained that the public would be able to make comments for the hearing using Facebook live. Bill Hubiak, County Engineer was sworn in and described the project. The planned project is to complete the last one-half mile of a 5K walking loop at Sandy Watkins Park. The total cost of the project is about \$75,000. The grant will cover a little more than \$37,000. Judge Schneider asked if anyone from the public had anything to say for or against applying for the grant. He asked for a second time if anyone had anything to say for or against applying for the grant. He asked for the third time if anyone had anything to say for or against applying for the grant. One comment was received from Facebook viewers. Donna Stinnett commented that she was excited to see the loop expand and another historic bridge and that the walking trails at Sandy Lee Watkins Park are a great treasure. With no further comments being received, Magistrate Berry made a motion to return to the regular meeting. The motion was seconded by Magistrate Puttman. A voice vote was held and all approved. The court returned to its regular meeting.

Henderson Economic Development Capital Campaign

Judge Schneider explained the EDC was in the process of a 5 year capital campaign. He would like the county to pledge \$50,000 a year to the EDC. It is understood by the EDC that the court cannot commit itself to more than the current budget year. This serves only for their planning purposes.

Magistrate Puttman made the motion for the Judge to submit a letter to EDC and make this pledge. Motion was seconded by Magistrate Moran. A voice vote was held. All voted in favor and the motion carried.

Resolution – GRADD Professional Services Contract

This is a professional services contract with GRADD for the administration of the CDBG Grant for WARM 20-001.

Henderson Fiscal Court

Resolution Number 21-06

**RESOLUTION APPROVING
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE GREEN RIVER AREA DEVELOPMENT DISTRICT
FOR WOMEN'S ADDICTION RECOVERY MANOR PROJECT #20-001 COMMUNITY
DEVELOPMENT BLOCK GRANT**

WHEREAS, the Community Development Block Grant ("C.D.B.G.") Program requires that a community receiving CDBG funds sign a Contract for Professional Services for technical assistance; and

WHEREAS, the Contract for Professional Services must outline the process by which a CDBG project is administered; and

WHEREAS, the Commonwealth of Kentucky, Department for Local Government, has awarded a Community Development Block Grant to the Henderson County Fiscal Court for Women's Addiction Recovery Manor Project #20-001; and

WHEREAS, the Green River Area Development District has been chosen to administer the Henderson County Fiscal Court CDBG project.

NOW, THEREFORE, BE IT RESOLVED by the Henderson County Fiscal Court that the attached Contract for Professional Services between the Henderson County Fiscal Court and the Green River Area Development District is hereby adopted and the Henderson County Judge/Executive is hereby authorized and directed to execute same on behalf of the county. The Henderson County Judge/Executive is further authorized and directed to execute any and all other necessary and appropriate documents required to effectuate the intent and administration of the aforementioned grant.

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

WHEREUPON, the vote was called.


Upon roll call the vote stood:

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

APPROVED by the Henderson Fiscal Court at its regular called meeting on March 9, 2021.

ATTEST:


Kurt Wiesen
Fiscal Court Clerk


Brad Schneider
County Judge-Executive

CONTRACT FOR PROFESSIONAL SERVICES
Community Development Block Grant Program

Women's Addiction Recovery Manor Project # 20-001

PART 1 – AGREEMENT

This Contract for Professional Services is by and between HENDERSON COUNTY, State of Kentucky (hereinafter called the "County"), acting herein by Brad Schneider, Judge/Executive, hereunto duly authorized, and the GREEN RIVER AREA DEVELOPMENT DISTRICT, a corporation organized under the laws of the State of Kentucky (hereinafter called the "Consultant"), acting herein by Joanna Shake, Executive Director, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the County has entered into an agreement with the State of Kentucky for the implementation of a Community Development Block Grant (CDBG) program pursuant to Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the County desires to engage the Consultant to render certain technical assistance services in connection with its Community Development program:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Consultant shall, in a satisfactory and proper manner, perform the following services:

- A. **Prepare Environmental Review Record for All Activities.** Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities, which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities, which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or Activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands, and other applicable authorities.
- B. **Coordinate with the County the Request for Payments to ensure consistency with the State Account procedures established for the KCDBG program.**

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- C. Ensure that the County has an acceptable financial management system as it pertains to finances of the KCDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principles of municipal accounting.
- D. Establish project files in local government office. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the programs to ensure they are complete and that all necessary documentation is being retained in the County's files.
- E. If applicable to the program, assist grant recipients in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.).
- F. Prepare all bid documents and supervise the bidding process consistent with State and Federal Regulations.
- G. Secure the applicable wage decision from the State and include it in bid specifications.
- H. Prepare construction contracts which comply with Federal regulations.
- I. Obtain determination of contractor and subcontractor eligibility from the State.
- J. Check weekly payrolls to ensure compliance with wage decisions. Conduct onsite interviews and compare the results with appropriate payrolls.
- K. Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions.
- L. Make progress inspections and certify partial payment requests.
- M. Make a final inspection and issue a final certificate of payment.
- N. Prepare closeout documents to include Program Completion Report, Final Wage Compliance Report and Certificate of Completion.

Services in each of the above work areas shall be performed under and at the direction of the Judge/Executive of the County or his designated representative.

3. Time of Performance

The services of the Consultant commenced on July 1, 2020 and shall be provided on a per-day basis as requested by the Judge/Executive or his designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2021.

4. Access to Information

It is agreed that all information, data, reports, records and maps are existing, available and necessary for the carrying out of the work outlined above, shall be furnished to the Consultant by the County and its agencies. No charge will be made to the Consultant for such information, and the County and its agencies will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and method of Payment

The amount of compensation and reimbursement to be paid hereunder shall be Ten Thousand Dollars (\$10,000) for all services required.

\$10,000 --- General Program Administration

6. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the County. Consultant may retain reproducible copies of drawings and other documents.

7. Professional Liability

Consultant shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies and reports and in the designation of particular materials for the project covered by this Contract.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Consultant and shall exonerate, indemnify and hold harmless the County, its officers, agents and all employees from and against them and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws. Further, Consultant shall exonerate, indemnify and hold harmless the County with respect to any damages, expenses or claims arising from or in connection with any of the work performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise proved by law.

9. Terms and Conditions

This Contract is subject to the provisions titled, "Part II -- Terms and Conditions," attached hereto and incorporated by reference herein.

10. Address of Notices and Communications


Joanna Shake
Executive Director
Green River Area Development District
300 GRADD Way
Owensboro, KY 42301

Brad Schneider
Judge/Executive
Henderson County Fiscal Court
20 North Main Street
Henderson, KY 42420

11. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

HENDERSON COUNTY FISCAL COURT

GREEN RIVER AREA
DEVELOPMENT DISTRICT


 Brad Schneider
 Judge/Executive

 Joanna Shake
 Executive Director

Date_____
Date**CONTRACT FOR PROFESSIONAL SERVICES****PART II – TERMS AND CONDITIONS****1. Termination of Contract for Cause**

If through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenant, agreements or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the County, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant, and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

2. Termination for Convenience of the County

The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the County as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes

The County may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

- A. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- B. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however, that claims for money by the Consultant from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

6. Reports and Information

The Consultant, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

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8. Copyrights and Patents

Any copyrightable work resulting from this Agreement is available to the author for such, but the County and the Kentucky Department for Local Government reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the County and the Kentucky Governor's Office for Local Development for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect the public interest.

9. Compliance with Local Laws

The Consultant shall comply with applicable laws, ordinances and codes of the State and local governments.

10. Access to Records

The Consultant shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the County, the Kentucky Governor's Office for Local Development, Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U.S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Consultant, which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

11. Title VI. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. Conflict of Interest Clauses

Interest of Members of a County

No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interests of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

14. "Section 3" Compliance

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment to training.

- D. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a *finding* that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Equal Opportunity Clause (Contracts above \$10,000)

During the performance of this Contract, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the County's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Consultant's noncompliance with the non-compliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Consultant will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the County's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Consultant may request the United States to enter such litigation to protect the interests of the United States.

16. Contract Work Hours and Safety Standards Act

All grantees and subgrantee's contracts must contain provisions requiring compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) where construction contracts are awarded by grantees or subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts involving the employment of mechanics and laborers.

17. Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

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During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- A. A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

18. Energy Efficiency

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in Compliance with the Energy Policy and Conservation Act.

Resolution – MOA Commonwealth of KY for WARM 20C-009

Henderson Fiscal Court Resolution Number 21-05

RESOLUTION AUTHORIZING HENDERSON COUNTY JUDGE EXECUTIVE TO EXECUTE COMMUNITY DEVELOPMENT BLOCK GRANT ("C.D.B.G.") AGREEMENT WITH THE COMMONWEALTH OF KENTUCKY FOR THE WOMEN'S ADDICTION RECOVERY MANOR ("W.A.R.M.")

WHEREAS, the Henderson Fiscal Court previously approved the application for a Community Development Block Grant ("C.D.B.G.") for the Women's Addiction Recovery Manor ("W.A.R.M."); and

WHEREAS, Henderson County was approved for a grant not to exceed \$200,000 for the W.A.R.M. project; and

WHEREAS, the Henderson Fiscal Court deems it to be in the best interest of Henderson County to enter into the C.D.B.G. Agreement with the Commonwealth of Kentucky for the W.A.R.M. project.

NOW, THEREFORE, BE IT RESOLVED as that the Henderson County Fiscal Court authorizes and directs County Judge/Executive Brad Schneider to execute the attached C.D.B.G. Agreement and to execute any and all other necessary and appropriate documents required to effectuate the intent thereof.

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

WHEREUPON, the vote was called.

Upon roll call the vote stood:

Magistrate Berry Aye Magistrate Moran Aye
Magistrate Southard Aye Magistrate Puttman Aye
Magistrate McCollom Aye

APPROVED by the Henderson Fiscal Court at its regular called meeting on March 9, 2021.

ATTEST:

Kurt Wiesen Fiscal Court Clerk

Brad Schneider County Judge-Executive

Resolution – Execution of an Escrow Agreement

Judge Schneider explained this was part of the process for preparing for the defeasance of the Series 2013 Jail bonds as had been previously discussed in Fiscal Court.

**HENDERSON FISCAL COURT
RESOLUTION NUMBER 21-04**

RESOLUTION OF THE FISCAL COURT OF THE COUNTY OF HENDERSON, KENTUCKY, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT TO PROVIDE FOR THE CASH DEFEASANCE OF THE OUTSTANDING COUNTY OF HENDERSON, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2015; AUTHORIZING AND RATIFYING THE PURCHASE OF CERTAIN GOVERNMENT SECURITIES TO PROVIDE SUFFICIENT FUNDS TO DEFEASE SAID BONDS; AND THE TAKING OF ANY OTHER NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION THEREOF.

WHEREAS, the County of Henderson, Kentucky (the "County") issued its County of Henderson, Kentucky General Obligation Bonds, Series 2015 (the "2015 Bonds") to finance the installation and equipping of a new 911 Emergency Dispatch System;

WHEREAS, the County, with the assistance of its Financial Advisor, Compass Municipal Advisors, LLC, determined that it is in the best interest of the County to defease and redeem the outstanding Series 2015 Bonds (the "Defeased Bonds") by using cash, the majority of such cash being used to purchase certain United States Treasury Securities – State and Local Government Series (the "Government Securities");

WHEREAS, in order to take advantage of the current market rates and to purchase the Government Securities before the suspension of such program, the County hereby authorizes the subscription of the Government Securities, which are to be purchased on or about April 15, 2021;

WHEREAS, together with an initial deposit of cash, the Government Securities will be placed into an escrow fund for: (i) the timely payment of the principal and interest on the Defeased Bonds accruing from December 1, 2020 to and including December 1, 2025; and (ii) the redemption of the Defeased Bonds on December 1, 2025 at a price equal to 100% of principal amount of the Defeased Bonds which as of that date have not been redeemed, retired or otherwise paid; and

WHEREAS, to provide for the proper segregation and maintenance of funds, the County desires to enter into an escrow agreement (the "Agreement") with Old National Bank, Evansville, Indiana, as escrow agent (the "Escrow Agent").

NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF THE COUNTY OF HENDERSON, KENTUCKY, AS FOLLOWS:

1. That the County shall be and is authorized to enter into and execute the Agreement with the Escrow Agent to provide for: (i) the timely payment of the principal and interest on the Defeased Bonds accruing from December 1, 2020 to and including December 1, 2025; and (ii) the redemption of the Defeased Bonds on December 1, 2025 at a price equal to 100% of principal amount of the Defeased Bonds that as of that date have not been redeemed, retired or otherwise paid.

2. That the County authorizes and ratifies the purchase of the Government Securities by the Financial Advisor, Rubin & Hays, or such other individual or individuals authorized to act on behalf of the County to provide sufficient funds for the defeasance and redeeming of the Defeased Bonds.

3. That the County Judge/Executive, the Fiscal Court Clerk and the appropriate officers of the County are hereby authorized, requested and directed to execute any and all other and further instruments and to take all other appropriate legal action as may be deemed reasonably necessary or desirable to carry out the plan of financing represented by the instruments referred to above, with a view toward compliance with all applicable Kentucky and Federal statutes and court decisions.

4. That all orders, resolutions, motions or parts thereof in conflict herewith are hereby repealed, and this Resolution shall take effect and be in force immediately after its passage, approval and publication.

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

WHEREUPON, the vote was called.

Upon roll call the vote stood:

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

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APPROVED by the Henderson Fiscal Court at its regular called meeting on March 9, 2021.

ATTEST:


Kurt Wiesen
Fiscal Court Clerk


Brad Schneider
County Judge-Executive

CERTIFICATE OF FISCAL COURT CLERK

I, the undersigned, am the duly qualified and acting Fiscal Court Clerk of the County of Henderson, Kentucky, do hereby certify that the foregoing is a true, complete, and correct copy of a Resolution which was introduced, read and adopted by said Fiscal Court on March 9, 2021, executed by the County Judge/Executive and attested by the Fiscal Court Clerk, and that said Resolution has been duly recorded in the official records of the County, as shown by the official records of said Fiscal Court in my custody and under my control.

WITNESS my hand as Fiscal Court Clerk of said County this March 9, 2021.


Fiscal Court Clerk

Detention Center Policy Review – Lori Quarles

Administrative Officer Lori Quarles presented two jail policies (Mail Policy, & Use of Force Policy) that have been updated and need approval from the Fiscal Court Administrative Assistance.

She explained that the mail policy had been updated since the facility has contracted a vendor to scan all inmate's mail into a system where inmates can only receive their mail electronically. Inmates can review their mail at no charge to them on the tablets in the cells. This eliminates the possibilities of contraband being hidden on the envelope or the mail itself.

County Attorney Steve Gold added that while his office did not participate in updating the policy he has reviewed it and it appears to apply to the current state of the law regarding mail.

Magistrate McCollom made a motion to approve the Detention Center's updated Mail Policy. Magistrate Moran seconded the motion. A voice vote was held. All voted in favor and the motion carried.

Lori also explained the Use of Force Policy was updated to consolidate a couple of policies and also includes the use of the Compliance G.L.O.V.E. (Generated Low Output Voltage Emitter).

Magistrate McCollom made a motion to approve the Detention Center's updated Use of Force Policy. Magistrate Southard seconded the motion. A voice vote was held. All voted in favor and the motion carried.

County Attorney Report: - Steve Gold

County Attorney Steve Gold presented a report of payments dated March 9, 2021.

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

HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

Records of Minutes of Regular Meeting 03/09 2021

REPORT OF PAYMENTS FROM HENDERSON COUNTY ATTORNEY

March 9, 2021		
<u>SALARIES, FICA & RETIREMENT</u>	<u>TODAY'S TOTAL</u>	<u>FY TOTAL TO PRESENT DATE</u>
County Budget Employees		11,431.16
<u>FEDERAL LOCAL MATCH - CHILD SUPPORT</u>		
County Budget Employees		
<u>SALARIES, FICA & RETIREMENT</u>		
<u>LIFE INSURANCE</u>		20,603.00
<u>HEALTH INSURANCE</u>		25.26
<u>UTILITIES, INTERNET & CLEANING</u>		2,335.43
<u>DENTAL & LIFE INSURANCE</u>		
CA Budget Employees		3,810.11
County Budget Employees		29.07
<u>HEALTH INSURANCE</u>		
CA Budget Employees		52,026.00
County Budget Employees		1,550.74
<u>AFLAC</u>		
CA Budget Employees		999.52
<u>HRA</u>		
CA Budget Employees		
<u>SUPPLEMENT TO ASST CA'S SAL FROM CITY</u>		
		3,666.64
<u>JAIL FEES COLLECTED</u>		
	686.29	4,984.21
<u>INTEREST</u>		
	30.25	2,200.47
	151.23	
<u>FUNDS IN CHECK COLLECTION ACCT FY 19-20</u>		
		11,500.94
<u>TOTAL REMITTED TO COUNTY</u>		
	867.77	115,162.55

Fund Transfers – Brenda Rider

The transfers are redistributing appropriations within the existing fiscal year budget.

Claims – Brenda Rider

Treasurer Brenda Rider presented the following claims for approval:

- General Fund: \$550.48 Sitex (Judicial Center custodial supplies)
- Road Fund: \$1,382.19 Dell Marketing LP (laptop computer)
- \$4,503.00 Jasper Engines (parts)
- Jail Fund: \$1,624.10 U.S. Bank (office supplies and equipment parts and repairs)

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

HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

Records of Minutes of Regular

Meeting 03/09

20-21

HENDERSON COUNTY FISCAL COURT							
BUDGET APPROPRIATION TRANSFERS							
Tuesday, March 9, 2021							
Appropriation Number	Appropriation Name	Budgeted Amount	Expenses thru 3/9/2021	Balance Prior to Transfer	Transfer Amount	Balance After Transfer	Reasoning
General Fund							
01-5015-481	Uniform Allowance - Sheriff	\$20,000.00	(\$13,112.02)	\$6,887.98	\$2,000.00	\$8,887.98	To cover future expenses
01-5015-589	Conferences, Trng... - Sheriff	\$28,520.00	(\$2,401.43)	\$26,118.57	(\$2,000.00)	\$24,118.57	
Jail Fund							
03-9200-999	Contingent Appropriations	\$1,038,215.87	\$0.00	\$1,038,215.87	(\$608,000.00)	\$430,215.87	To cover future expenses
03-5101-398	Contracted Services-Other	\$12,000.00	(\$11,442.50)	\$557.50	\$5,000.00	\$5,557.50	
03-5101-549	Routine Medical	\$1,000,000.00	(\$856,609.77)	\$143,390.23	\$500,000.00	\$643,390.23	
03-5101-578	Utilities	\$290,000.00	(\$251,943.28)	\$38,056.72	\$100,000.00	\$138,056.72	
03-5101-703	Communication Equipment	\$15,000.00	(\$13,646.10)	\$1,353.90	\$3,000.00	\$4,353.90	
Brad Schneider, Judge Executive		Date 3-9-21	Brenda Duncan-Rider, Treasurer		Date 3-9-2021		

Good of the County

Planning Commission - Brian Bishop – Wanted make the court aware that 3 rezoning cases (1114, 1115, & 1116) were presented to and approved by the Planning Commission for recommendation to the Fiscal Court. He reminded the court that since the county adopted Alternative Rezoning procedures (KRS 100.211) these change would automatically go into effect 21 days after the Planning Commission’s approval if there were no objections from the public or court.

Sheriff Brady – wanted to let the court know that they will have 2 deputies beginning in the academy in April instead of July. They have also hired a lateral transfer from another county. Magistrate Berry asked about having another K9 unit. Sheriff Brady stated that they have had an offer to purchase a canine for the department but the Sheriff’s Office currently does not adequate staffing to be able to send someone to the extensive training involved.

Kenny Garrett EMA Director – showed some drone footage from the local flooding.

Magistrate McCollom asked about getting some pictures of Elam Ditch causing the flooding on Airline Road. Judge Schneider stated that after this last rain he had Kenny get pictures of this area. The county and the Flood Mitigation Board is still trying to work with landowners to get permission to get some of the overgrown areas cleaned out. The Flood Mitigation Board is also working with a hydrologist to exam this area and make recommendations. County Engineer Bill Hubiak pointed out that part of the drainage problem is because of the lack of fall in the area.

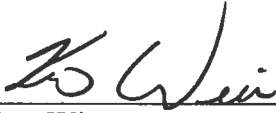
County Redistricting – Judge Schneider stated the Kentucky Senate should be passing a new law in the next week to postpone the redistricting for one year since the census data may not be available until December.

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



Brad Schneider
County Judge Executive

ATTEST:



Kurt Wiesen
Fiscal Court Clerk