

Court convened for a Regular Meeting at the Courthouse, Henderson, KY, on Tuesday, September 8, 2020 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 Reverend Charles Johnson, Greater Norris Chapel Baptist Church

**Pledge Of Allegiance**

Judge/Executive 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 August 25, 2020 Fiscal Court Meeting**

Magistrate Moran made a motion to approve the August 25, 2020 fiscal court minutes as submitted. Magistrate Berry seconded the motion. A voice vote was held. All present voted in favor and the motion carried.

**Minutes August 28, 2020 Special Called Fiscal Court Meeting**

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

**Henderson Human Rights Commission – Charles Johnson – Executive Director**

Reverend Johnson presented a report outlining his activities since taking over the position as Executive Director on September 1, 2019. The majority of issues he has dealt with are landlord/tenant issues. A number of outreach activities have had to be postponed or cancelled because of COVID-19.

**Detention Center Employee Recognition – Jailer Amy Brady**

The Jailer along with the Fiscal Court recognized Officer Kevin Gray. As Officer Gray completed work one day, he noticed an elderly gentleman driving on Borax Dr. who appeared to be lost or confused. Officer Gray took the initiative to speak to the gentleman to find out if he could assist him. He found out that gentlemen had dementia and had become lost. Though talking to the gentlemen and researching on the internet, he was able to contact the gentlemen's family in Princeton, KY. He then proceeded to sit with the gentlemen (about 1-1/2 hours) until his family arrived.

**Green River Health District 2020/2021 Tax Rates**

Clayton Horton presented the Board of Health approved 2020/2021 Tax Rates and reported that there was no change from last year. Clay also passed on up to date COVID-19 information and noted increased case counts in the Green River District. He does asked that everyone continue to perform the 3 – W's (Watch your distance, Wash your hands, & Wear your mask)

Magistrate McCollom made a motion to acknowledge receipt of the Green River Health District's tax rates. 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 09/08 2020

62A3000 (4-20)  
Commonwealth of Kentucky  
DEPARTMENT OF REVENUE  
Office of Property Valuation  
501 High Street, Station 32  
Frankfort, Kentucky 40601-2103



**PROPERTY TAX RATE REQUEST  
FORM FOR TAX YEAR 2020**

\* Please fill-in the current year on the blank line above.

ORIGINAL TO: KY Department of Revenue  
Office of Property Valuation  
FAX: (502) 564-8192  
EMAIL: Megan.Greene@ky.gov  
PHONE: (502) 564-7378  
EMAIL: Katie.Young@ky.gov  
PHONE: (502) 782-5862

The original form should be completed and submitted within 45 days of the Department's certification KRS 132.0225

COPY TO: County Clerk

This form is necessary to ensure that your jurisdiction will receive the appropriate amount of property tax revenue from state collections and to ensure your current mailing address is on file to send the checks for collected revenue.

\* DO NOT LEAVE A BOX BLANK! If you elected not to adopt a rate for a tax type, please enter "0" or check the "NO" box.

**Tax Rates Per \$100**  
Ex: 10¢ = 0.1000

TAXTYPE			
REAL PROPERTY	1 *	.05	GENERAL REAL ESTATE RATE
TANGIBLE PERSONAL PROPERTY	2 *	.05	GENERAL TANGIBLE PERSONAL PROPERTY RATE
INVENTORY <small>This is your tangible rate above for all taxing jurisdictions unless you are a city, urban-county government, or fiscal court that has levied a rate less than the prevailing tangible rate.</small>	3 *	.05	KRS 132.028 and 68.246 Rate on business inventories levied by a city, urban-county government and fiscal court. Subject to the provisions of KRS 132.027 and KRS 68.245 a city, urban-county government or county fiscal court may levy a rate on business inventories equal to or less than the prevailing rate of taxation on other tangible personal property in the respective city, urban-county government or county.
<b>OPTIONAL TAXES</b> <small>If your jurisdiction has voted to tax the following optional items, please check "YES" Otherwise check "NO"</small>			132.200 Property subject to state tax only. All property subject to taxation for state purposes shall also be subject to taxation in the county, city, school, or other taxing district in which it has a taxable situs, except the class of property described in KRS 132.030 and the following classes of property, which shall be subject to taxation for state purposes only:
AIRCRAFT <small>Taxed at tangible rate, or exempt, not motor vehicle rate</small>	4 *	YES <input type="radio"/> NO <input checked="" type="radio"/>	(18) Aircraft not used in the business of transporting persons or property for compensation or hire <u>if an exemption is approved by the county, city, school, or other taxing district in which the aircraft has its taxable situs;</u>
DOCUMENTED WATERCRAFT NON KY REGISTERED WATERCRAFT <small>Taxed at tangible rate, or exempt, not motor vehicle rate</small>	5 *	YES <input type="radio"/> NO <input checked="" type="radio"/>	(19) Federally documented vessels not used in the business of transporting persons or property for compensation or hire or for other commercial purposes, <u>if an exemption is approved by the county, city, school, or other taxing district in which the federally documented vessel has its taxable situs;</u>
IN-TRANSIT INVENTORY <small>Taxed at prevailing tangible rate or exempt. Note: Cities, counties, and schools cannot receive revenue from In-Transit Inventory (KRS 132.099(2))</small>	6 *	YES <input type="radio"/> NO <input checked="" type="radio"/>	132.099 Local taxation of personal property held for shipment out-of-state (3) Any fire district or other special taxing district may exempt from the ad valorem tax personal property placed in a warehouse or distribution center for the purpose of subsequent shipment to an out-of-state destination.

PLEASE PRINT YOUR CURRENT MAILING ADDRESS AND CONTACT INFORMATION.

County: <b>Henderson</b>	Taxing Jurisdiction Name: <b>Henderson County Public Health Taxing District</b>	
Contact Person: <b>Clayton Horton</b>	Title: <b>Public Health Director</b>	
Mailing Address: <b>1501 Breckenridge Street</b>		
City: <b>Owensboro</b>	State: <b>KY</b>	Zip Code: <b>42303</b>
Telephone: <b>270-686-7747</b>	Fax: <b>270-926-9862</b>	Email: <b>clayton.horton@grhd.org</b>

As the representative for the local jurisdiction named above, I certify that these requested property tax rates have been set for the above year.

Signature:	<small>Digitally signed by Clayton Horton DN: cn=Clayton Horton, o=Henderson County Public Health Department Date: 2020.09.08 15:48:00</small>	Date: <b>7.14.2020</b>
Print Name: <b>Clayton Horton</b>	Title: <b>Public Health Director/Secretary</b>	

Questions concerning this form and the property tax rate levies can be directed to Megan Greene at (502) 564-7378 or Katie Young at (502) 782-5862

**Coop Extension Service District 2020/2021 Tax Rates – Amanda Hardy**

Amanda Hardy, Cooperative Extension Service County Fiscal Matters Coordinator reported that the board had voted to keep the same tax rates as last year.

Magistrate Moran made a motion to acknowledge receipt of the Coop Extension Service District's tax rates. Magistrate McCollom 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 09/08 20 20

COMMONWEALTH OF KENTUCKY DEPARTMENT OF REVENUE OFFICE OF PROPERTY VALUATION

ATTN: AMANDA HARDY HENDERSON CO EXTENSION EDUCATION FUND 3341 ZION ROAD HENDERSON KY 42420 8202

(PLEASE INDICATE ANY CONTACT OR ADDRESS CHANGES ABOVE)

KRS 132.487 REQUIRES ALL APPLICABLE TAXING DISTRICTS THAT PROPOSE TO LEVY A TAX ON MOTOR VEHICLES VALUED AS OF JANUARY 1, TO SUBMIT TO THE DEPARTMENT ON OR BEFORE OCTOBER 1 OF THE YEAR PRECEDING THE ASSESSMENT DATE...

A number of motor vehicle tax rates have been submitted to the Department of Revenue in the past which may not have been calculated correctly. Some jurisdictions used compensating rates or calculations based upon House Bill 19.

Please note that MOTOR VEHICLE TAX RATES ARE NOT dependent upon compensating rates or the 4% limitations set forth in House Bill 44 or House Bill 19. Instead, all local taxing districts that propose to tax motor vehicles can levy a rate on motor vehicles that does not exceed the rate that could have been levied on motor vehicles by the district on January 1, 1983 assessments of motor vehicles.

CONTACT INFORMATION ON ESTABLISHING RATES: SCHOOL DISTRICTS SHOULD CONTACT THE DEPARTMENT OF EDUCATION AT (502) 564-3848. ALL OTHER TAXING JURISDICTIONS SHOULD CONTACT THE DEPARTMENT OF LOCAL GOVERNMENT AT (502) 573-2382 OR TOLL FREE AT 800-346-6906.

2021 MOTOR VEHICLE & WATERCRAFT PROPERTY TAX RATE CERTIFICATION

The tax rate for 2020 was 1.500 cents per \$100.00 of assessed value. I certify that the HENDERSON CO EXTENSION EDUCATION FUND will levy a property tax rate of 1.500 cents per \$100 of assessed value upon motor vehicles and watercraft for the calendar year of 2021.

Signature of Tax District Representative: Karen B Hill, Chairperson, Henderson Co. Extension District Board, Title, Date: 09/04/2020

COUNTY OF HENDERSON STATE OF KENTUCKY TELEPHONE 270-826-8387

Subscribed and sworn this 4th day of September, 20 20

08/11/2021 My Commission Expires Notary Public - Kentucky State-At-Large #584908

Please confirm the accuracy of the tax rate written on this form. This is not your tangible or real property tax rate. Please review the form before submitting.

62A3000 (4-20) Commonwealth of Kentucky DEPARTMENT OF REVENUE Office of Property Valuation 501 High Street, Station 12 Frankfort, Kentucky 40601-2101



PROPERTY TAX RATE REQUEST FORM FOR TAX YEAR 2020

\* Please fill-in the current year on the blank line above.

ORIGINAL TO: KY Department of Revenue Office of Property Valuation FAX: (502) 564-8192 EMAIL: Megan.Greene@ky.gov PHONE: (502) 564-7378 EMAIL: Katie.Young@ky.gov PHONE: (502) 782-5862

COPY TO: County Clerk

This form is necessary to ensure that your jurisdiction will receive the appropriate amount of property tax revenue from state collections and to ensure your current mailing address is on file to send the checks for collected revenue.

DO NOT LEAVE A BOX BLANK

Table with columns: TAX TYPE, Tax Rates Per \$100, and Description. Rows include REAL PROPERTY, TANGIBLE PERSONAL PROPERTY, INVENTORY, AIRCRAFT, DOCUMENTED WATERCRAFT, and IN-TRANSIT INVENTORY.

PLEASE PRINT YOUR CURRENT MAILING ADDRESS AND CONTACT INFORMATION.

Form with fields for County (Henderson), Taxing Jurisdiction Name (Henderson County Extension District), Contact Person (Amanda L. Hardy), Title (CEA and County Facilitator), Mailing Address (3341 Zion Road), City (Henderson), State (KY), Zip Code (42420), Telephone (270-826-8387), Fax (270-826-8616), Email (amanda.hardy@uky.edu)

As the representative for the local jurisdiction named above, I certify that these requested property tax rates have been set for the above year.

Signature: Karen B Hill, Date: September 4, 2020, Print Name: Karen Hill, Title: Chairperson, Henderson County Extension District Board

Questions concerning this form and the property tax rate levies can be directed to Megan Greene at (502) 564-7378 or Katie Young at (502) 782-5862

**HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK**

Records of Minutes of Regular Meeting 09/08 2020

**Public Library 2020/2021 Tax Rates – Amber Potts**

Amber Potts, Interim Director of the Library, presented the 2020 Property Tax Rate Certification for the Henderson County Library. The Board voted to take the compensating rate which is computed by the Kentucky Department of Libraries and Archives. She also reported that the new building opened almost 2 weeks ago and now the middle section of the old building is being renovated.

Magistrate Puttman made a motion to acknowledge receipt of the library's tax rates. Magistrate Berry seconded the motion. A voice vote was held. All voted in favor and the motion was approved.

62A3000 (4-20)  
Commonwealth of Kentucky  
DEPARTMENT OF REVENUE  
Office of Property Valuation  
501 High Street, Station 32  
Frankfort, Kentucky 40601-2103



**PROPERTY TAX RATE REQUEST  
FORM FOR TAX YEAR 2020**

\* Please fill-in the current year on the blank line above.

ORIGINAL TO: KY Department of Revenue

Office of Property Valuation  
FAX: (502) 564-8192  
EMAIL: Megan.Greene@ky.gov  
PHONE: (502) 564-7378  
EMAIL: Katie.Young@ky.gov  
PHONE: (502) 782-5862

The original form should be completed and submitted within 45 days of the Department's certification of KRS 132.025.

COPY TO: County Clerk

This form is necessary to ensure that your jurisdiction will receive the appropriate amount of property tax revenue from state collections and to ensure your current mailing address is on file to send the checks for collected revenue.

\* DO NOT LEAVE A BOX BLANK! If you elected not to adopt a rate for a tax type, please enter "0" or check the "NO" box.

TAXTYPE		Tax Rates Per \$100 Ex: 10¢ = 0.1000		
REAL PROPERTY	1	*11.1		GENERAL REAL ESTATE RATE
TANGIBLE PERSONAL PROPERTY	2	*15.14		GENERAL TANGIBLE PERSONAL PROPERTY RATE
INVENTORY <small>This is a non-tangible rate above for all taxing jurisdictions unless you are a city, urban-county government, or fiscal court that has levied a rate less than the prevailing tangible rate.</small>	3	*15.14		KRS 132.028 and 68.246 Rate on business inventories levied by a city, urban-county government and fiscal court. Subject to the provisions of KRS 132.027 and KRS 68.245 a city, urban-county government or county fiscal court may levy a rate on business inventories equal to or less than the prevailing rate of taxation on other tangible personal property in the respective city, urban-county government or county.
<b>OPTIONAL TAXES</b>				132.200 Property subject to state tax only.
<small>If your jurisdiction has voted to tax the following optional items, please check "YES." Otherwise, check "NO."</small>		<small>If "YES" is selected, the items are taxed at the prevailing tangible rate (box #2 above).</small>		All property subject to taxation for state purposes shall also be subject to taxation in the county, city, school, or other taxing district in which it has a taxable situs, except the class of property described in KRS 132.030 and the following classes of property, which shall be subject to taxation for state purposes only:
AIRCRAFT <small>Taxed at tangible rate, or exempt, not motor vehicle rate</small>	4	* YES <input type="radio"/> NO <input checked="" type="radio"/>		(18) Aircraft not used in the business of transporting persons or property for compensation or hire if an exemption is approved by the county, city, school, or other taxing district in which the aircraft has its taxable situs.
DOCUMENTED WATERCRAFT NON-KY REGISTERED WATERCRAFT <small>Taxed at tangible rate, or exempt, not motor vehicle rate</small>	5	* YES <input checked="" type="radio"/> NO <input type="radio"/>		(19) Federally documented vessels not used in the business of transporting persons or property for compensation or hire or for other commercial purposes, if an exemption is approved by the county, city, school, or other taxing district in which the federally documented vessel has its taxable situs.
IN-TRANSIT INVENTORY <small>Taxed at prevailing tangible rate or exempt. Note: Cities, counties, and schools cannot receive revenue from In-Transit Inventory (KRS 132.099(2))</small>	6	* YES <input checked="" type="radio"/> NO <input type="radio"/>		132.099 Local taxation of personal property held for shipment out-of-state (3) Any fire district or other special taxing district may exempt from the ad valorem tax personal property placed in a warehouse or distribution center for the purpose of subsequent shipment to an out-of-state destination.

PLEASE PRINT YOUR CURRENT MAILING ADDRESS AND CONTACT INFORMATION.

County: Henderson	Taxing Jurisdiction Name: Henderson County Public Library District		
Contact Person: Amber Potts	Title: Interim Director		
Mailing Address: 101 S Main St			
City: Henderson	State: KY	Zip Code: 42420	
Telephone: 2708541352	Fax:	Email: apotts@hcpl.org	

As the representative for the local jurisdiction named above, I certify that these requested property tax rates have been set for the above year.

Signature: Susan Thurman	Date: 9-7-2020
Print Name: Susan Thurman	Title: President Board of Trustees

Questions concerning this form and the property tax rate levies can be directed to Megan Greene at (502) 564-7378 or Katie Young at (502) 782-5862

**Drainage Commission 2020/2021 Tax Rates –**

Judge Schneider reported that the Drainage Commission had met and that tax rates would remain the same as last year.

Magistrate McCollom made a motion to acknowledge receipt of the drainage commission's tax rates. Magistrate Berry seconded the motion. A voice vote was held. All voted in favor and the motion was approved.

Henderson County 2020/2021 Tax Rates – 2<sup>nd</sup> Reading

HENDERSON COUNTY FISCAL COURT  
TAX RATES FOR 2020

ORDER

The property assessment has now been certified by the Commonwealth of Kentucky, Department of Revenue, Office of Property Valuation and permissible ad valorem tax rates and revenue for Fiscal Year 2020-2021 established for Henderson County in accordance with KRS 68.245 through 68.249.

BE IT ORDERED by the Fiscal Court of the County of Henderson, Commonwealth of Kentucky, that the following tax rates for 2020-2021 are hereby set:

	RATE PER \$100	GROSS LEVY REVENUE EXPECTED
Real Property	12.8	\$2,986,653
Personal Property	18.4	484,006
Motor Vehicles	8.5	289,018
Public Serv. Co. Real Est.	11.8	45,142
Public Serv. Co. Personal	17.5	376,221
Water Craft	8.5	14,374

	Real Property	Personal Property	Inventory	Watercraft	Motor Vehicle
Health Dept	5.000	5.0000	5.0000		
Public Library	11.100	15.1400	15.1400	15.14	2.30
Coop Extension	3.269	4.4958	4.4958		1.50
East Fork Watershed	10.000				
Elam Flat Watershed	10.000				
Lick Creek Watershed	10.000				
Canoe Creek Watershed	7.000				
Slover Flat Watershed	8.000				
Isom Pond Watershed	6.000				
South Fork Watershed	2.000				
Beaver Dam Watershed	10.000				

FURTHER, BE IT ORDERED, that a three (3) cents per acre tax be levied on all privately owned timberland in Henderson County, which is required to be listed for taxation and credited to the Forest Fire Protection Account.

On first reading motion was made by Magistrate Southard and seconded by Magistrate Berry, to adopt the aforesaid rates, 12.8 real estate tax rate and 18.4 personal property tax, that Inventory in transit be exempt and further it is ordered that all tax rates read aloud as set out herein, be and are hereby set and accepted.

Upon roll call the vote stood:

Magistrate Berry	<u>AYE</u>	Magistrate Moran	<u>ABSENT</u>
Magistrate Southard	<u>AYE</u>	Magistrate Puttman	<u>AYE</u>
Magistrate McCollom	<u>AYE</u>	Judge Schneider	<u>AYE</u>

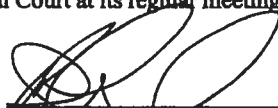
Second reading will be held on September 8, 2020 at 9:30 a.m. at the regularly scheduled Fiscal Court Meeting.

Upon second reading motion was made by Magistrate McCollom and seconded by Magistrate Puttman, to adopt the aforesaid rates, 12.8 real estate tax rate and 18.4 personal property tax, that Inventory in transit be exempt and further it is ordered that all tax rates read aloud as set out herein, be and are hereby set and accepted.

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>	Judge Schneider	<u>AYE</u>

APPROVED by the Henderson Fiscal Court at its regular meeting on September 8, 2020.

  
\_\_\_\_\_  
Brad Schneider  
County Judge/Executive

ATTEST:

  
\_\_\_\_\_  
Kurt Wiesen  
Fiscal Court clerk

**HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK**

Records of Minutes of Regular Meeting 09/08 2020

**Planning Commission Funding Plan – Brian Bishop**

Brian explained the Planning Commission have excess revenue of \$53,628.34. Usually this is split 50/50 and returned to the city and county. He is requesting that the excess is divided as follows: City: \$16,814.17 County: \$16,814.17 Planning Commission Reserve Account: \$20,000 (\$10,000 from each body). This would allow funds to be contributed to Planning Commission’s reserve account. It was previously discussed for the Planning Commission have enough reserve funds to provide three months operating expense. They currently have \$83,466 in reserve. Three months of operating expenses project to be \$166,362 (\$55,454 per month).

Magistrate McCollom made a motion to allow the Planning Commission to keep \$10,000 to be placed into their reserve account. Magistrate Puttman seconded the motion. A voice vote was held. All voted in favor and the motion was approved.

**Resolution – Library & Archives Grant – Jennifer Marks**

Jennifer explained that currently the County Surveyor, Denny Branson, has numerous maps of Henderson County that could not be replaced if accidently damaged or destroyed. This grant, if awarded would allow the purchase of a large scanner and a hard drive so all these maps could be digitalized.

**HENDERSON FISCAL COURT  
RESOLUTION NO. 20-31**

**A RESOLUTION OF THE HENDERSON COUNTY FISCAL COURT RELATING TO THE SUBMITTAL OF GRANT APPLICATION AND ACCEPTANCE IF AWARDED TO THE KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES LOCAL RECORDS PROGRAM.**

**WHEREAS,** Henderson County has determined the need to acquire conservation equipment and supplies

**WHEREAS,** Henderson County intends to prepare an application to the Kentucky Local Records Program Fund to help fund the conservation of historic maps through the purchase of equipment to use for this project; and

**NOW THEREFORE BE IT RESOLVED,** by the Henderson County Fiscal Court, that the recommendation of the Judge/Executive is approved, and the Judge/Executive is hereby authorized to file a grant application with the Kentucky Department for Libraries and Archives; and

**BE IT FURTHER RESOLVED,** that in the event a grant is awarded, the Henderson County Fiscal Court understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations, especially Title VI of the Civil Rights Act and Section 504 of the 1973 Rehabilitation Act.

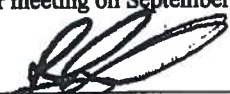
On motion of Magistrate McCollom, seconded by Magistrate Southard, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

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 meeting on September 8, 2020.

ATTEST:

  
\_\_\_\_\_  
Kurt Wiesen  
Fiscal Court Clerk

  
\_\_\_\_\_  
Brad Schneider  
County Judge-Executive

Resolution – Detention Center Good News Jail/Prison Ministry Contract – Jailer Brady

HENDERSON FISCAL COURT  
RESOLUTION NUMBER 20-32

**RESOLUTION AUTHORIZING HENDERSON COUNTY JAILER TO EXECUTE  
AGREEMENT WITH GOOD NEWS JAIL AND PRISON MINISTRY FOR  
PROFESSIONAL JAIL CHAPLAINCY SERVICES**

WHEREAS, the Henderson County Jailer has a duty to ensure that chaplaincy services are reasonably available to inmates at the Henderson County Detention Center; and

WHEREAS, Good News Jail and Prison Ministry has been providing professional chaplaincy services at the Henderson County Detention Center for over 15 years; and

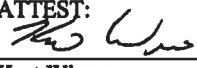
WHEREAS, the Henderson Fiscal Court approves the recommendation of the Henderson County Jailer that the attached agreement be approved.

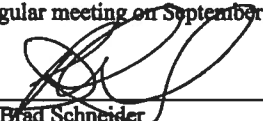
NOW, THEREFORE, BE IT RESOLVED that the Henderson County Fiscal Court hereby authorizes Jailer Amy Brady to bind the county to the terms of the attached agreement with Good News Jail and Prison Ministry for the provision of professional chaplaincy services and directs her to execute said agreement on behalf of the county along with any and all other necessary and appropriate documents required to effectuate the intent thereof.

On motion of Magistrate Southard, seconded by Magistrate Berry, that the foregoing Resolution be adopted, the vote was called. On 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 meeting on September 8, 2020.

ATTEST:  
  
Kurt Wiesen  
Fiscal Court Clerk

  
Brad Schneider  
County Judge-Executive

CONTRACT FOR SERVICES

THIS contract entered into this 8 day of SEPTEMBER 2020, with Good News Jail and Prison Ministry, PO BOX 9760, HENRICO, VA 23228-0760 hereinafter "Contractor" and Henderson County Detention Center 380 Borax Dr., Henderson, KY 42420 hereinafter "HCDC".

WITNESSETH that the Contractor and HCDC, in consideration of mutual covenants, promises, and agreements herein, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide to HCDC inmates, non-denominational ministry services, counseling and coordinate religious studies and/or activities.

PERIOD OF PERFORMANCE: From March 15, 2020 through December 31, 2022.

HEREIN is the agreement between the parties and the terms of said contract which are incorporated herein and made part of this Contract for Services.

THEREFORE, in consideration of the following, the parties agree as follows:

- Contractor agrees to provide jail chaplaincy services, on a full time basis, to the entire inmate population of HCDC through designated, pre-approved representatives. Contractor shall designate and provide to the inmates a qualified chaplain and staff. The pre-approved, qualified chaplain and staff shall perform various ministerial and educational services to said inmates; including, but not limited to counseling and coordination of non-denominational religious activities within HCDC. Contractor shall not at any time exclude any person from participating in any activity by reason of such person's race, creed, color, religion, national origin, or by reason of such person being a member of a protected class, or otherwise discriminate against any person in the conduct of the activities.
- Prior to any person entering HCDC and prior to any person having contact with an inmate and annually, the Contractor shall provide information and documents required for security clearance approval this includes is not limited to a complete and accurate security clearance background check request form and copies of a current government issued identification. The Jailer is required to approve security clearance.

# HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

Records of Minutes of Regular Meeting 09/08 2020

3. Security Clearance Approval, Prison Rape Elimination Act & Inmate manipulation training is MANDATORY and required by all chaplains, clergy, contractors, volunteers, vendors, and staff before they have any contact or communication with an inmate.
4. To help defray the operating costs of the Contractor in providing all services to HCDC, HCDC agrees to pay Contractor the annual sum of \$40,000.00 payable quarterly in installment payments of \$10,000.00. The payment schedule is as follows: payment 1- due on the 1<sup>st</sup> day of April, payment 2- due on the 1<sup>st</sup> day of July, payment 3- due on the 1<sup>st</sup> day of October, payment 4 due on or before December 31. These funds are to be used solely for the HCDC and the inmates of HCDC ministry services, counseling and religious studies and/or activities.
5. Any renewals of this agreement shall be at the discretion of the elected Jailer and is required to be presented to and approved by Henderson Fiscal Court. The services to be rendered by Contractor hereunder shall commence on the 15th of March, 2020.
6. The term of the contract shall be for remainder of the current Jailer's term set to expire December 31, 2022. However, either party may terminate this contract at any time, without cause, justification or reason, by giving the other party written notice of its intent to terminate this contract and such termination shall take effect thirty days (30) after such notice is provided. Upon such termination, no further payments shall be due thereafter. It is expressly agreed and understood that each payment made pursuant to this agreement constitutes payment in advance of services to be rendered in a particular month. Therefore, if the effective date of any such early termination is other than the last day of any particular month, at HCDC's option, Contractor shall be required to continue to render services until the end of the month, if the notice from HCDC so indicates. However, if HCDC determines that the services will terminate before the end of the month for which payment has been made, HCDC shall be entitled to a pro rata reimbursement from Contractor, on a per diem basis, for the number of days remaining in the month for which services will not be performed.
5. It is expressly agreed and understood that the Contractor is an independent contractor to HCDC as approved by the Henderson County Fiscal Court.
6. The annual sum paid to the Contractor by HCDC shall only be used to fund and facilitate the chaplaincy services and ministry program for HCDC. All financial support raised by and on behalf of HCDC including but not limited to donations and grants shall only be used to fund and facilitate the chaplaincy services and ministry program for HCDC. All funds raised through activities, fundraisers, benefits, and banquets by and on behalf of HCDC shall be used solely to fund and facilitate the chaplaincy services and ministry program of HCDC.
7. This contract shall be governed in all respects by the laws of Kentucky and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable Federal, State and local laws and regulations.
8. The contract shall not be assignable by the Contractor in whole or in part without written approval of HCDC.
9. Changes can be made to the said contract in any one of the following ways:
  - a. By mutual agreement between the parties in writing; or
  - b. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the services herein resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
10. By signing this contract, the Contractors certify their contracts are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their contract, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
11. It is understood and agreed between the parties herein that the authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.



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Records of Minutes of Regular Meeting 09/08 2020

12. Information pertaining to HCDC, HCDC employees and HCDC inmates shall remain confidential unless the information could pose a threat to the safety and security of the facility, staff, volunteers, contractors, or other inmates. Any contractor who fails to abide by the above confidentiality agreements, policies, procedures and laws may be subject to suspension or termination and/or prosecution.
13. The Contractor agrees to obey all HCDC policies and procedures, rules and regulations, all Federal and Kentucky State Laws. Contractor hereby acknowledges receipt of copy of the HCDC policies and procedures and rules and regulations.
14. The Contractor shall defend, indemnify, and hold harmless the Jail, Henderson County, and its agents, officers, elected officials and employees from and against any and all claims, losses, costs, demands, actions, lawsuits, damages, expenses, and judgments (including attorney's fees), made or recovered against them, arising out of, or in connection with this Agreement, or providing the services called for herein, to the extent such is caused or sustained in connection with the negligent performance, errors and/ or omissions, intentional conduct, or willful misconduct of the Contractor or its employees, agents, assigns, or subcontractors.
15. This Agreement and the rights, duties and obligations of the Parties to this Agreement shall be interpreted, construed, performed, and enforced in accordance with and shall be governed by the laws of the Commonwealth of Kentucky. Any action brought to enforce the terms of the Agreement shall be filed in the Henderson Circuit Court, 51st Judicial Circuit in the Commonwealth of Kentucky, unless otherwise agreed in writing by the parties, and the Parties agree to the jurisdiction of the Courts of the Commonwealth of Kentucky for resolving any claims or actions arising from this Agreement or its interpretation.
16. In the event any provision of this Agreement is determined to be invalid or illegal for any reason, any invalidity or illegality will not affect the remaining parts of the Agreement, but the Agreement will be construed and enforced as if the invalid or illegal provision had never been inserted.
17. The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of this Agreement will not constitute a waiver of any other succeeding breach of such provision or as a waiver of the provision itself. Time is of the essence in this contract, and it is expressly made a condition of the performance of each and every provision of the same.
18. In the event that any dispute arises between the parties hereto with regard to any of the provisions of this Agreement or the performance of any of the terms and conditions hereof, the prevailing party in any such dispute shall be entitled to recover costs and expenses associated with resolving such dispute, including but not limited to reasonable attorneys' fees expert witness fees and costs and fees on appeal.
19. Neither party may assign, voluntarily, by operation of law or otherwise, any rights or delegate any duties under this Agreement without the other party's prior written consent, except in the case of a merger, acquisition, reorganization, consolidation, reincorporation or sale of all or substantially all of the assets of the party. Any attempt to do so without that consent will be void. This Agreement will bind and inure to the benefit of the parties and their respective successors, heirs, executors, and permitted assigns.
20. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, discussions and undertakings between the parties. This Agreement cannot be amended, supplemented or changed orally, except by an agreement in writing that makes specific reference to this Agreement and that is signed by the party against whom enforcement of such amendment, supplement or modification is sought.
21. The headings of the sections and paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.
22. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of either party to enforce at any time or for any period time any provisions hereof shall not be construed to be a waiver of such provisions or of the party's right thereafter to enforce each and every such provision.


# HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

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- 23. The individuals executing this agreement on behalf of Owner and Contractor hereby represent and verify that they are duly authorized to do so and to fully bind said entity to all terms contained herein.

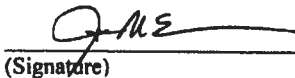
IN TESTIMONY WHEREOF, witness the signature of the parties hereto this the day and date first above written.

For HCDC:

  
 Amy Brady  
 Henderson County Jailer

9-8-2020  
 Date

For Contractor:

  
 (Signature)

8.26.20  
 Date

Jonathan M. Evans  
 (Printed Name)

President - GNJPM  
 (Title)

### Sheriff's Office 2019 Unmined Coal & Oil Tax Settlements

Magistrate Berry made a motion to accept the Sheriff's Tax Settlement Report into the record. Magistrate Moran seconded the motion. A voice vote was held. All voted in favor and the motion carried.

Henderson County  
 Sheriff's Tax Settlement  
 2019 UNMINED COAL TAX

	STATE	COUNTY	SCHOOL	HEALTH	LIBRARY	EXTENSION	CITY OF HEND	CITY OF CORYDON
<b>CHARGES:</b>								
Unmined Coal	5990.79	6265.30	30841.40	2455.20	5254.23	1605.72	169.00	0.70
Unmined Coal rebill								
Penalties & Interest	2.87	3.04	14.69	1.18	2.53	0.79		
<b>GROSS CHARGEABLE</b>	<b>5993.66</b>	<b>6268.34</b>	<b>30856.09</b>	<b>2456.38</b>	<b>5256.76</b>	<b>1606.51</b>	<b>169.00</b>	<b>0.70</b>
<b>CREDITS:</b>								
Discounts	111.14	118.89	567.92	45.55	87.40	29.82	3.39	0.01
Delinquent Exonerations	353.68	371.04	1809	144.96	310.18	94.79		
<b>TOTAL CREDITS</b>	<b>464.82</b>	<b>489.93</b>	<b>2376.92</b>	<b>190.51</b>	<b>407.58</b>	<b>124.71</b>	<b>3.39</b>	<b>0.01</b>
<b>TOTAL TAX COLLECTIONS</b>	<b>5528.84</b>	<b>5778.41</b>	<b>28479.17</b>	<b>2265.87</b>	<b>4849.18</b>	<b>1481.80</b>	<b>165.61</b>	<b>0.69</b>
<b>LESS COMMISSIONS</b>	<b>234.99</b>	<b>246.53</b>	<b>565.59</b>	<b>96.3</b>	<b>206.09</b>	<b>62.98</b>	<b>7.04</b>	<b>0.03</b>
<b>NET TAXES DUE</b>	<b>5293.85</b>	<b>5531.88</b>	<b>27813.58</b>	<b>2169.57</b>	<b>4643.09</b>	<b>1418.82</b>	<b>158.57</b>	<b>0.66</b>
<b>TAXES PAID</b>	<b>5293.85</b>	<b>5531.88</b>	<b>27813.58</b>	<b>2169.57</b>	<b>4643.09</b>	<b>1418.82</b>	<b>158.57</b>	<b>0.66</b>
<b>REFUNDS</b>								
<b>BALANCE DUE DISTRICTS OR (REFUNDS DUE SHERIFF)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK**

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Henderson County  
Sheriff's Tax Settlement  
2019 OIL TAXES

	STATE	COUNTY	SCHOOL	HEALTH	LIBRARY	EXTENSION
<b>CHARGES:</b>						
2019 OIL LSG	35968.86	37737.54	183971.08	14741.34	31546.33	9637.75
Penalties & Interest Omitted oil Commission	228.94	240.27	1171.76	93.89	200.76	61.34
<b>GROSS CHARGEABLE</b>	<b>36197.80</b>	<b>37977.81</b>	<b>185142.84</b>	<b>14835.23</b>	<b>31747.09</b>	<b>9699.09</b>
<b>CREDITS:</b>						
Discounts	427.11	448.18	2185.81	174.77	374.34	114.45
Delinquent Exonerations Minimum Bill	2514.33	2637.98	12880.36	1030.45	2205.21	673.72
<b>TOTAL CREDITS</b>	<b>2941.44</b>	<b>3086.16</b>	<b>15046.17</b>	<b>1205.22</b>	<b>2579.55</b>	<b>788.17</b>
<b>TOTAL TAX COLLECTIONS</b>	<b>33256.36</b>	<b>34891.65</b>	<b>170096.67</b>	<b>13630.01</b>	<b>29167.54</b>	<b>8910.92</b>
<b>LESS COMMISSIONS</b>	<b>1413.40</b>	<b>1482.90</b>	<b>3401.92</b>	<b>579.27</b>	<b>1239.62</b>	<b>378.72</b>
<b>NET TAXES DUE</b>	<b>31842.96</b>	<b>33408.75</b>	<b>166694.75</b>	<b>13050.74</b>	<b>27927.92</b>	<b>8532.20</b>
<b>TAXES PAID</b>	<b>31842.96</b>	<b>33408.75</b>	<b>166694.75</b>	<b>13050.74</b>	<b>27927.92</b>	<b>8532.20</b>
<b>REFUNDS</b>						
<b>BALANCE DUE DISTRICTS OR (REFUNDS DUE SHERIFF)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**County Attorney Report: - Steve Gold**

County Attorney Steve Gold presented a report of payments dated September 8, 2020.

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

**Resolution – Bad Check Fund**

County Attorney Steve Gold explained that in the past any money that remained in the check collection account at the end of the fiscal year had to be returned to the fiscal court. Also in the past the fiscal court has returned the money back to the county attorney's office to help cover office operations. Because of auditing requirements the check must physically be turned over to the fiscal court.

**HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK**

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REPORT OF PAYMENTS FROM HENDERSON COUNTY ATTORNEY

September 8, 2020		
<u>SALARIES, FICA &amp; RETIREMENT</u>	<u>TODAY'S TOTAL</u>	<u>FY TOTAL TO PRESENT DATE</u>
County Budget Employees		11,431.16
<b>FEDERAL LOCAL MATCH - CHILD SUPPORT</b>		
County Budget Employees		
<b>SALARIES, FICA &amp; RETIREMENT</b>		20,603.00
<b>LIFE INSURANCE</b>		25.26
<b>HEALTH INSURANCE</b>		2,335.43
<b>UTILITIES, INTERNET &amp; CLEANING</b>		
<b>DENTAL &amp; LIFE INSURANCE</b>		
CA Budget Employees		995.30
County Budget Employees		29.07
<b>HEALTH INSURANCE</b>		
CA Budget Employees		13,980.00
County Budget Employees		1,550.74
<b>AFLAC</b>		
CA Budget Employees		249.88
<b>HRA</b>		
CA Budget Employees		
<b>SUPPLEMENT TO ASST CA'S SAL FROM CITY</b>		916.66
<b>JAIL FEES COLLECTED</b>		
<b>INTEREST</b>	92.25	
	461.23	
	68.66	1,212.87
<b>FUNDS IN CHECK COLLECTION ACCT FY 19-20</b>	11,500.94	11,500.94
<b>TOTAL REMITTED TO COUNTY</b>	12,123.08	64,830.31

**HENDERSON FISCAL COURT  
RESOLUTION NO. 20-33**

**RESOLUTION ACCEPTING COUNTY ATTORNEY'S 2019-2020 BAD CHECK FUND PROCEEDS AND DIRECTING THE TREASURER TO RETURN SAID FUNDS TO COUNTY ATTORNEY FOR OFFICE EXPENSES**

WHEREAS, the Henderson County Attorney operates a Bad Check Division pursuant to KRS 514.040;

WHEREAS, the Bad Check Division collects restitution for victims of crimes;

WHEREAS, KRS 514.040 requires that any excess fees held by the County Attorney on June 30 of each year shall be turned over to the County Treasurer before the end of the next fiscal year for use by the fiscal court of the county;

WHEREAS, the County Attorney Bad Check Division account balance as of June 30, 2020 was \$11,500.94; and

WHEREAS, the Henderson Fiscal Court deems it in the best interest of the public to return said sum to the Henderson County Attorney Bad Check Division for use in administration of the County Attorney's office.

NOW, THEREFORE, be it resolved by the Fiscal Court of Henderson County, Kentucky as follows:

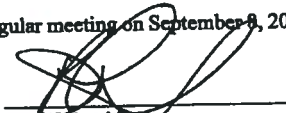
1. The Henderson Fiscal Court hereby accepts the sum of \$11,500.94 in excess fees from the Henderson County Attorney pursuant to KRS 514.040.
2. The Henderson Fiscal Court further directs the Henderson County Treasurer to issue a check to the Henderson County Attorney Bad Check Division in the amount of \$11,500.94.

On motion of Magistrate Southard, seconded by Magistrate McCollom, that the foregoing Resolution be adopted, the vote was called. On 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 meeting on September 8, 2020.

ATTEST:  
  
Kurt Wiesen  
Fiscal Court Clerk

  
Brad Schneider  
County Judge-Executive

# HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

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## Claims – Brenda Rider

Treasurer Brenda Rider presented the following claims for approval:

Road Fund:	\$73,690.72	The Rogers Group Inc. (Ohio Dr. asphalt)
Jail Fund:	\$1,340.19	U S Bank (building & maintenance supplies, repair parts)

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

## Good of the County

**Kenny Garrett** – The EMA office continues to distribute PPE as needed and is also building a stockpile of PPE in case there is a surge of cases this fall. He is placing “How to Build Emergency Preparedness Kit” directions on the EMA website.

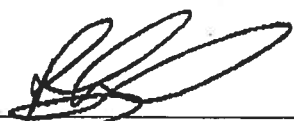
**Sheriff Ed Brady** – Wanted to make the public aware that his office is aware of the speeding on Highway 416 around the Niagara area and he is working with KSP to make more of a presence known in the problem areas.

## Executive Session

Judge Schneider stated that the court would need to go into executive session. Magistrate Puttman made a motion to go into executive session per KRS 61.810(1)(b) (future acquisition of real property). Magistrate Moran seconded the motion. All voted in favor and court adjourned into executive session.

After approximately 20 minutes, Magistrate Berry made a motion to come out of executive session and return to the regular session of Fiscal Court. Magistrate Puttman seconded the motion. All voted in favor.

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

  
\_\_\_\_\_  
Brad Schneider  
County Judge Executive

ATTEST:

  
\_\_\_\_\_  
Kurt Wiesen  
Fiscal Court Clerk