

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2021-48**

DOCUMENT NO: 2014036678
RECORDED: May 13, 2021 09:20:00 AM
TOTAL FEES: \$0.00
COUNTY CLERK: KENNY BARGER
DEPUTY CLERK: LANDRY LUXON
COUNTY: MADISON COUNTY
BOOK: RES2 PAGES: 299 - 299

**A RESOLUTION TO APPROVE AN ESTIMATE OF REIMBURSEMENTS TO BE
MADE BY THE ADMINISTRATIVE OFFICE OF THE COURTS (HEREINAFTER
"AOC") TO MADISON COUNTY (HEREINAFTER "LOCAL GOVERNMENT")
FOR FISCAL YEAR 2022**

WHEREAS, the Madison County Fiscal Court agrees to lease office space in the Madison County Courthouse to the AOC; and

WHEREAS, the AOC agrees to reimburse the Madison County Fiscal Court for the use of the office space in the Madison County Courthouse and any expenses incurred listed in the attached agreement; and

WHEREAS, the Madison County Fiscal Court agrees to provide the AOC with annual accounting records to include expenses for the Courthouse.

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY
APPROVE TO ENTER INTO THE AGREEMENT AND AUTHORIZES THE JUDGE
EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY TO GO INTO
EFFECT JULY 1, 2021.**

Motion made by Roger Barger, seconded by Tom Botkin.

Vote:	Yes	No
Judge Reagan Taylor	<u>X</u>	_____
Magistrate Paul Reynolds	<u>X</u>	_____
Magistrate John Tudor	<u>X</u>	_____
Magistrate Roger Barger	<u>X</u>	_____
Magistrate Tom Botkin	<u>X</u>	_____

Signed:

R-3J-
Reagan Taylor
Madison County Judge Executive

Attested:

KB
Kenny Barger
Madison County Clerk

Commonwealth of Kentucky Court of Justice



Court Facilities Local Government Reimbursement Form

FACILITY NAME: **MADISON COUNTY COURTHOUSE**

DATE: 4/27/2021

FISCAL YEAR: **2022 (July 1, 2021 – June 30, 2022)**

In accordance with KRS Chapter 26A, this Reimbursement Form shall constitute an estimate of reimbursements to be made by the Administrative Office of the Courts (hereinafter "AOC") to Madison County (hereinafter "Local Government") for Fiscal Year 2022. This form includes a summary of all facility costs and space allocations.

Please inform the AOC point of contact if deviations or discrepancies exist between the information contained in this Reimbursement Form and the Local Government's records.

No changes should be made to this document unless written approval authorizing the changes is made by the AOC in advance. No changes made by the Local Government to the calculations of the AOC shall be binding on the AOC unless such prior written approval is attached hereto. Acceptance of this Reimbursement Form does not constitute prior written approval.

It is imperative that this document be completed, signed, and submitted to the Administrative Office of the Courts on or before June 15, 2021. Failure to do so may result in a delay in payments.

MAIL COMPLETED FORMS TO:

Administrative Office of the Courts (AOC)
Budget Department
Attn: Donald Leathers
1001 Vandalay Drive
Frankfort, KY 40601

AOC Point of Contact: Donald Leathers
Telephone Number: (502) 573-2350
FAX Number: (502) 782-8709

SECTION I. SPACE ALLOCATIONS

Space allocations provided below constitute space designations recorded in the AOC Accounting and Reporting System. An increase or decrease in space allocations results in an adjustment of authorized reimbursements. The court ratio (d) is used to calculate AOC's proportionate share of use allowance and operating payments. No changes shall be made that will directly affect the court ratio without prior written approval by the AOC.

a. Net Functional Court of Justice Space	<u>8,543.</u>	SF
b. Net Functional Non-Court of Justice Space	<u>9,508.</u>	SF
c. Total Functional Space (Item a. plus Item b.)	<u>18,051.</u>	SF
d. Court of Justice Space Ratio (Item a. divided by Item c.)	<u>0.473</u>	
e. Total Non-Functional Space (non-office occupied space, i.e., public restrooms, corridors, entrances, etc.)	<u>11,361.</u>	SF
f. Total Net Building Space (Item c. plus Item e.)	<u>29,412.</u>	SF

SECTION II. USE ALLOWANCE

Although not typical, some counties may be entitled to a use allowance payment. The use allowance is calculated in accordance with KRS 26A.090 (2), as modified by 2021 HB 195. If applicable, it will be indicated below.

Total Use Allowance	<u>\$10,737.00</u>
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SECTION III. OTHER RENTED SPACE

This section represents estimated rental expense(s) payable as a reimbursement to the Local Government as reflected in the AOC Accounting and Reporting System for AOC's occupancy of county owned or leased rental properties, other than the MADISON COUNTY COURTHOUSE.

It is the responsibility of the Local Government to ensure that reimbursement payments for county owned rental properties are transferred to the appropriate local unit of government.

Rental costs leased or owned by the Local Government for space occupied by the Court of Justice:

Total Annual Other Rented Space	<u>\$33,119.00</u>
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SECTION IV. REGULAR OPERATING COST ESTIMATE

Regular Operating Expenses include the local unit of government's annual expenses for utilities, insurance, janitorial costs, maintenance costs, and necessary maintenance and upkeep of the facility including ordinary repairs which do not increase the permanent value or expected life of the court facility but keep it in efficient operating condition. Ordinary repairs are those repairs that are reasonably anticipated recurring annual expenses or unanticipated nonrecurring repairs costing \$2,499 or less.

The regular operating cost estimate below represents anticipated regular operating expenses for the upcoming fiscal year based on the previous fiscal years' actual operating costs.

In Fiscal Year 2022, the maximum amount the AOC will reimburse each local government for janitorial and maintenance costs, including staff salaries and benefits, contracts for janitorial or maintenance service providers, janitorial supplies, and uniform costs, is \$4.00 per square foot. (Note that preventative maintenance contracts such as HVAC preventative maintenance contracts may be reimbursed in addition to the \$4.00 per square foot minimum.) The estimated regular operating costs below have been calculated using the \$4.00 per square foot minimum.

a. AOC Estimate of Regular Operating Cost (based on actual prior year expenses)	<u>\$167,300.00</u>
b. Court Ratio (from Section I, Item d.):	<u>0.473</u>
c. Court of Justice Regular Operating Costs (multiply Item a. by Item b.):	<u>\$79,132.90</u>

SECTION V. SUMMARY OF AOC'S REIMBURSEMENT

a. Estimated Court of Justice Regular Operating Costs (from Section IV, Item c.):	<u>\$79,132.90</u>
b. Total Other Rented Space (Section III):	<u>\$33,119.00</u>
c. Total Use Allowance (Section II):	<u>\$10,737.00</u>
d. Net Adjustment:	<u>\$ 0.00</u>
e. ESTIMATED ANNUAL REIMBURSEMENT TO COUNTY (Item a. thru Item d.)	<u>\$122,988.90</u>

Nonrecurring Projects are not included on this Reimbursement Form. Nonrecurring Project requests and reimbursements are processed in accordance with the Administrative Office of the Courts Policies for the Operation and Maintenance of Court Facilities (February 2018), Section 4. A Nonrecurring Project means a major repair (i.e. those that cost \$2,500 or more for all labor and materials and are not reasonably anticipated annual expenses); or replacements, upgrades or modifications to the KCOJ facility or KCOJ occupied portion of the facility.

SECTION VI. CATASTROPHIC LOSS AGREEMENT

By signing this form, the Local Government agrees that in the event that the **MADISON COUNTY COURTHOUSE** is damaged or destroyed by any casualty, the Local Government shall provide the AOC with proof of the amount of any proceeds received by the Local Government from any insurer. Such proceeds shall first be applied to any bond indebtedness that may remain on the facility, and the Local Government shall relinquish to the AOC its pro rata portion of any remaining proceeds, based on the percentage of the facility that is occupied by the Court of Justice.

SECTION VII. AGREEMENT CONCERNING OPERATION OF COURTHOUSE

By signing this form, the Local Government acknowledges that the Chief Circuit Judge has the sole discretion, in accordance with the Personnel Policies for the Kentucky Court of Justice which have been adopted by Order of the Supreme Court, to determine whether offices occupied by the Kentucky Court of Justice will be closed in his or her circuit, for inclement weather or other extraordinary circumstances. While the Local Government may close its offices within the facility, if the facility is shared, it acknowledges that it has no authority to close offices occupied by the Kentucky Court of Justice.

SECTION VIII. AGREEMENT CONCERNING ACCOUNTING AND AUDIT OF EXPENDITURES

By signing this form, the Local Government agrees to provide the AOC with an accounting of (1) all revenue received by the Local Government from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185 in the prior fiscal year; and (2) all expenditures made in the prior fiscal year from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

By signing this form, the Local Government acknowledges and agrees that the AOC or its designee shall have access for auditing purposes to (1) any facility occupied in whole or in part by the Court of Justice; (2) any books, documents, papers, records, or other evidence which are directly related to this Reimbursement Form; and (3) any books, documents, papers, records, or other evidence which are directly related to any court facility fees collected by the Local Government pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

SECTION IX. SIGNATURE AND ACCEPTANCE

I hereby certify that the calculations related to the cost of the facility are accurate and correct to the best of my knowledge, and the premises are in compliance with all applicable state and federal standards, including but not limited standards set by the State Fire Marshal, the Americans with Disabilities Act of 1990 ("ADA"), and the Occupational Safety and Health Administration ("OSHA"). I acknowledge that the Local Government is responsible for correcting non-compliance with said standards at its own costs if a determination of non-compliance is made by any federal or state agency, including the AOC ADA/OSHA Compliance Officer. The Fiscal Court/Council/Commission and I understand the terms of this document and agree that revisions will not be made without consultation with the Administrative Office of the Courts.

Approved By (i.e. County Judge/Executive, Mayor):

R-32
(Signature)

Reagan Taylor
(Name)

Judge Executive
(Title)

859-624-4700 Ext. 3
(Telephone Number)

Approved: 5-11-2021
(Date)

The AOC Budget Department has reviewed this Reimbursement Form and hereby authorizes AOC to reimburse the Local Government in accordance with Section V, above.

Carole Henderson
(Judicial Branch Budget Director)

Approved: 6-4-21
(Date)