

MINUTES FROM NOVEMBER 8, 2023 BANCROFT MEETING

The regular scheduled meeting for the City of Bancroft, KY was called to order by Mayor Ed Evers at 7:03 P.M. on Wednesday, November 8, 2023 at St. Albert the Great School, Louisville, Kentucky. Those present: Mayor Ed Evers, Commissioner Jeff Magers, Commissioner Jaimie Schapker, Commissioner Gerrie Leppert, Treasurer Arnold Shaikun, Clerk Shannon Tuthill, Chief David Mudd. Absent: Commissioner Paul Chumbley

REVIEW MEETING MINUTES:

Mayor Evers proceeded to review the October meeting minutes. Commissioner Schapker made a motion to approve the minutes. Commissioner Leppert seconded. All in favor and the minutes were approved.

REPORTS:

Clerk

Clerk Tuthill gave the following report.

Approximately 90% of tax bills have been paid. I will send out reminders this week to all residents that have not yet paid bill and remind them of the December 1 due date.

Quarterly payroll reports completed and submitted.

Provided Chief Mudd with workers compensation insurance information for a claim. Mayor added that Chief Mudd's hand was injured and he sought medical attention but was back to work after one day off with minimal injury.

New clerk laptop still working great and a big improvement. Attempted to setup Treasurer's new laptop but not finished. Having trouble with his passwords and such but will meet with Treasurer Shaikun again to complete.

Met with Treasurer to sign and process checks. Also, to provide fiscal year end receipts and answer questions so he could complete report for fiscal year ending June 30, 2023.

Beginning preliminary work of compiling new Directory with updated information.

American Legal contacted us to update ordinance for our 2-year update. I will get information to them.

Mayor's Report

Mayor Evers had nothing new to report other than in new business.

City Maintenance

Commissioner Leppert gave the following report. I walked Bancroft Lane with Arborist. He identified one tree that needs to be removed. Commissioner will obtain estimates for this work.

We have an estimate to remove the trees that were damaged by a car. This needs to be given to the owner of the vehicle so he can reimburse the city.

Communication and Public Outreach

Commissioner Schapker reported that Halloween was a success. Website is now up to date.

Public Services

Commissioner Chumbley was not present and did not leave a report.

Police Department

Chief Mudd gave the following report. There were 21 days of patrol in the city (7 days of vacation taken during month). There were 17 Radar/Stop Sign details performed for high police visibility. There were 3 calls for service. There were 68 traffic stops made for traffic infractions. There were 18 traffic citations issued - charges included: Disregarding Stop Sign:3, Operating on Susp OL:1, No Insurance:7, Improper Registration:15, No Operators License:5, Excessive Tint:1, Permit Violation:1, Speeding:1, Res not to Use License of Other State:2, Failure to Register Transfer Motor Vehicle:1, Following too Closely:1, Expired OL:1 There were 0 Written Warnings issued. There were 50 verbal warnings issued. There were 0 motorist assists. There was 1 arrest: Criminal Poss of Forged Instrument 2nd. There was 1 written warning given for parking infractions. There were 17 visits to residents homes for the "House Watch" program. There were 5 vehicles towed. There were 2 assists to other agencies: Lyndon:1 St. Matthews:1 There were 0 ordinance investigations: I attended the October Commission Meeting. I completed annual Firearms Certification with Lyndon PD. I completed annual CJIS MDT Certification. I assisted JCSO with an investigation into auto dealer/temporary tag fraud.

Chief Mudd added an update on the Flock camera system. He was contacted by Flock about our renewal date they had in January but reminded them that the contract renews in May. Flock offered us a five-year lock in rate.

Commissioner Magers submitted a memorandum for preliminary considerations for providing police services to the City of Old Brownsboro Place. Wanted to inform every one of the steps we would have to do if we wanted to move forward with this. Commissioner Magers suggested Mayor Evers ask for a formal written request from Old Brownsboro Place to decide whether we want to move forward. Also suggested that we only plan on a one-year agreement with an opt out clause. Attorney will need to create Interlocal agreement. We need to factor in our costs to set this up so that we can pass this along to Old Brownsboro Place. Memorandum attached to minutes.

Finance and Administration

Treasurer Shaikun sent out the fiscal year ending June 30, 2023 and the October monthly statement for everyone to review.

Commissioner Magers noted that our PNC accounts are too large. He stated money should be moved into another account. Asked for the commissions opinion on what can be done to move money at any time when the account gets over \$250,000. Suggested we create a municipal order to move money to a new account when the balance goes over the total amount of \$250,000. At least \$110,000 should be moved to a short-term CD and we may need to move more to cover it.

Mayor Evers made a motion that the commission authorize mayor Evers to move enough funds from the PNC general account to another bank or PNC Investment Fund in an amount to keep us under the 250,000 maximum insured limit. Commissioner Schapker seconded. Discussion that we need to make sure enough money is moved to keep us in compliance. All four in favor and the motion passed unanimously.

Clerk to place on agenda for next month the proposed municipal order to move money as needed to keep accounts in compliance.

Commissioner Magers noted that the budget ordinance for fye 6/30/22 and fye 6/30/23 are over in maintenance because the wrong amount was used in that line item and need to be amended. Mayor Evers will prepare amended budgets for both fye 6/30/22 and fye 6/30/23. The amended budget ordinances will be read at the December meeting.

Mayor Evers added that PNC Bank has agreed to give us 4.6% interest on the road fund and public safety fund.

OLD BUSINESS

1. Update Regarding 7616 Old Salem Road

Mayor Evers reported that nothing new has been done. Attorneys had suggested we take over the foreclosure action but have now been advised that we should not do this. It could be very expensive. We are now waiting for a new attorney to be appointed for the lender that has filed bankruptcy.

2. Update on 2318 Tavener Complaint

Attorney Schiller suggested that to secure lien on the property we need to have a timeline and everything in writing. The driveway repair estimate is \$4200 and the city will pay for this to have it taken care of and will place lien on the property. The driveway is a safety hazard and is an emergency situation that we need to take care of as soon as possible.

Mayor Evers made a motion to spend the funds needed to repair driveway at 2318 Tavener in the amount of \$4200 per the bid presented on September 28, 2023. Commissioner Magers seconded. All four in favor and the motion passed unanimously.

3. City Directory


Mayor Evers asked if anyone has suggestions to add to new Directory. We need to decide if we will be able to add email addresses in the Directory. Still hoping to have Directory published by end of the year.

NEW BUSINESS

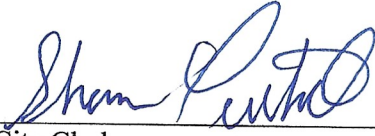
1. CD Purchase

Previously discussed under Finance and Administration.

Commissioner Schapker made a motion to adjourn the meeting and Commissioner Leppert seconded. With no further business, the motion was approved unanimously and the meeting was adjourned at 8:27 p.m.



Mayor



City Clerk

Memorandum

To: Mayor, City of Bancroft
From: City Commissioner (Police)
Date: November 8, 2023
Subject: Preliminary Considerations for Providing Police Services to the City of Old Brownsboro Place

Considering the interest that has been expressed by the Old Brownsboro Place City Commission in contracting with the City of Bancroft for police services, a list of considerations, necessary actions, information, and recommendations have been prepared for the Bancroft City Commission.

Information:

1. Jessica Graves, KLC Insurance Services indicated there would not be any additional insurance costs if we provided police services for another city.
2. Jessica Graves indicated that if we added an additional officer, for example to provide additional services in the City of Bancroft and a contracted city, then there would be additional costs for liability and Workers Comp coverage. The liability cost would double (from \$2,307 to \$4,614). And the Workers Comp coverage would be \$5 per \$100 of payroll. She stated, "The additional payroll will get picked up in the audit which occurs around Sept and the city would be responsible for the additional premium associated."
3. Jessica Graves further stated, "[T]he City would need to have the interlocal agreement and likely list the other city as AI."

Considerations:

Here is a list of considerations for the Bancroft City Commission in deciding to provide police services to the City of Old Brownsboro Place (OBP).

1. OBC is adjacent to the City of Bancroft and would not require extensive additional miles traveling to and from OBP.
2. There would be additional fuel costs for patrolling OBP.
3. There would be a minimal amount of wear and tear on the police vehicle for additional patrol coverage of OBP.
4. If OBP contracted for 15 hours of patrol in their city, that would be 15 hours of the total of 160 hours of patrol available for one full-time officer to provide to Bancroft. Hours dedicated to Bancroft would reduce to 145 hours per month.
5. The Bancroft Police officer would remain under operational and administrative control, and superintendency of the Bancroft City Commission.

6. Any complaints lodged by resident of OBP against the Bancroft Police officer would be directed to the Bancroft City Commission. The proper adjudication of any complaints would be the sole responsibility of the Bancroft City Commission.
7. A minimum number of hours of police services per month would need to be agreed upon.
8. A definition of what constituted police service must be established (patrol, calls for service, transporting OBP arrestees to JCCD, and attending an OBP City Commission meeting, etc.
9. Verbally, OBP has been told we cannot provide full police services to OBP, as we do not do that for City of Bancroft. In addition, we cannot provide 24X7 patrol services. OBP, like the City of Bancroft would continue to rely on LMPD for police services not provided by Bancroft Police (investigations, SWAT/HCNT) as well as calls for services and routine patrol services during periods when no Bancroft Police Officer is on duty.
10. We would need to establish an hourly rate for the police services provided.
11. We would need to develop a police services activity log for any police activity in OBP.
12. We need determine if hiring a part-time police officer was needed to provided back up coverage for periods of time the full-time officer could not full police duties, such as in-service training, vacation, sick leave, or other extended absences.
13. We can anticipate potential complaints by OBP residents or city officials regarding issues with dissatisfaction with specifics relating to patrol coverage, incidents involving complaints against the police officer, or concerns with the results of a police action.

Necessary Actions:

1. We need to consult with our City Attorney determining if there are any pertinent legal issues related to developing an Interlocal Agreement and liability insurance issues not addressed by the KLC Insurance Services representatives.
2. Our City Attorney would need to create an Interlocal Agreement that would require approval by the Kentucky Attorney General.
3. We would need to obtain proof of liability insurance carried by OBP and an alternate insurer.
4. We would need to establish a new section of Police Department SOP to cover the requirements of the Bancroft Police to deliver the contracted police services to OBP.

Recommendations:

1. The mayor should communicate in writing to the mayor of OBP requesting they formally request an Interlocal Agreement for police services, including in the request the hours of police services they want per month.
2. The Bancroft City Commission would consider OBP's formal request and vote to approve or disapprove providing police services to OBP.
3. The Bancroft City Commission would need to establish some basic parameters of the agreement, such as number of hours per month, hourly rate, reporting procedures, and other operational and administrative details of the agreement.

4. If approved, the Bancroft mayor would upon receipt of the request direct the city attorney to create an Interlocal Agreement between the two cities. KLC Insurances Service representative Jessica Graves has provided a few samples Interlocal Agreements related to contracting for police services. The OBP city attorney would need to work with our city attorney in developing an agreement that both cities would approve.
5. A one year agreement would be wise to consider, to determine if each city were satisfied with the arrangement. The agreement then could be extended on a yearly basis. This provides a yearly opportunity to evaluate costs based on police pay increases, gas expenses, and other additional coats that might arise.

Cc: City Commissioners
City Clerk
Bancroft Police Chief
City Treasurer
City Attorney