FOOTBALL FIELD BUILDING

On motion of Jeff Lear, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to amend the order of June 21 (Book 35, Page 379) related to commitment of $10,000 for use toward construction of a Football League storage building so that the commitment is for up to $5,000 to go to construction of the storage facility and up to $5,000 is to be used toward work on the field itself. Magistrate Metcalfe suggested that, in the future, quotes be obtained for work being done to fields.

*** ***** ***

ON-GOING

**811

Continued discussion was held concerning the need to make 811 calls at the time of ditch cleaning, with decision made to continue with making the calls for the next 30 days to see whether this presents difficulty and added cost to Road Department work.

**COURTHOUSE REPAIR

Preliminary work is on-going related to preparation for mortar work at the Old Courthouse. Contractor should be available to begin work in a week or so.

**SHERIFF'S BUILDING SPIGOT

Sheriff Stephen Campbell asked that outside spigots be looked at for the Sheriff's building.

**FAIR OPENING

David Holderman of the Nelson County Fair Board invited all members of Nelson Fiscal Court to the ceremonial opening of this year's Fair.

*** ****** ***

On motion of Bernard Ice, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the July 5 regular session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK

Fiscal Court Orders

July 19, 2011
REGULAR SESSION OF NELSON FISCAL COURT

COURT MET IN REGULAR SESSION, PRESENT COUNTY JUDGE-EXECUTIVE DEAN WATTS AND THE FOLLOWING NAMED MAGISTRATES: KEITH METCALFE, SAM HUTCHINS, BERNARD ICE, JEFF LEAR AND JERRY HAHN.

*** ***** ***

MINUTES APPROVED - JUNE 28 AND JULY 5

On motion of Bernard Ice, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the minutes of the June 28 special meeting and of the July 5 regular meeting as presented.

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BILLS

On motion of Bernard Ice, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Treasurer to pay the following bills:

Nelson County Fiscal Court
General Funds Bills for Court Approval
July 19, 2011

Name	Memo	Account	Amount
01 General Fund			
Adams Painting	Painting, carpentry work	5086715 · Wickland	$ 2,300.00
Adams Painting	Painting	5085741 · Sutherland Bldg renovation	4,900.00
ADP	PR 070511	9100301 · Payroll Processing	359.99
American Tire	Caliper, brake hose - Dive truck	5135340 · Vehicle maintenance	412.00
American Tire	SO 28	5105479 · Tires	597.32
Aqua Treat	Monthly treatment	5415329 · Building Contract Services	160.00
Ballard, Mike	FY 11 Appeals Board	5035191 · Assessment Appeals Board Fee	100.00
Bardstown Alarm	Alarm agreement	5085329 · Building Main Contracts	90.00
Bardstown Alarm	Alarm agreement	5087329 · Building Main Contracts	60.00
Bardstown Ambulatory	Employee testing	9400547 · Employee Medical/WC Claims	60.00
Bardstown Super Vac	Sweeping parking lot	5081329 · Justice Center Main Contracts	500.00
Bardstown Super Vac	Sweeping parking lot	5415329 · Building Contract Services	100.00
Bardstown Upholstery	Keith - repair seat and headliner	5090340 · Vehicle Maintenance	325.00
Barrie, Jennifer	Sheriff office cleaning - June 11	5105329 · Bldg Main Contracts	1,000.00
Beaven Equipment	SO 42; Impalas # 1, 2, 3	5105340 · Vehicle maintenance	1,971.10
Bluegrass Uniforms Inc.	Uniforms	5105481 · Uniforms	490.83
Buzick	Tubing	5090427 · Supplies	7.48
Buzick	Cork board, paneling rack	5105329 · Bldg Main Contracts	269.10
Danville Office	Paper, file labels	5001445 · CJE Office supplies	37.78
Danville Office	Ink cartridges, folders	5040445 · Treasurer Office Supplies	118.47
Danville Office	Ink cartridges, letterhead, folders, receipt book	5115445 · Office Supplies	180.96
Danville Office	Receipt book, message book	5205445 · Office supplies	92.93
Etown Overhead Door	Repair gate - lightning strike	5081329 · Justice Center Main Contracts	382.96
Gordon Foods	Coffee	5205445 · Office supplies	55.82
Guys Building Supplies	Fencing supplies	5086329 · Wickland Main Contracts	55.00
Harp Enterprises	2011 Primary Election	5065427 · Elections Supplies	16,856.69
Herring, David	FY 11 Appeals Board	5035191 · Assessment Appeals Board Fee	100.00
Holt Computers	Logans computer	5115336 · Equipment maintenance	30.00
Hord Landscaping & Lawncare	Irrigation, grading, seed - football field	5405348 · Recreation Program Support	6,500.00
Kenny's Laundry	Alterations	5105481 · Uniforms	46.50
Kerr Office Plus	Service call for copy machine	5115445 · Office Supplies	146.00
Kleentech	Carpet cleaning	5080329 · Courthouse Main Contracts	684.00
Ky Notary	Notary renewal	5001445 · CJE Office supplies	10.00
Landmark Community Newspapers	Final budget, reapportionment, ordinances	9100539 · Advertising & Legal Notices	1,756.80
Landmark Community Newspapers	County Clerk 2010 audit	9100539 · Advertising & Legal Notices	338.00
Lawson Products	Socket set	5090475 · Tools	41.83
Leo Talbott & Son, Inc.	Fan coil unit, boiler, chiller (old system)	5080329 · Courthouse Main Contracts	350.00
Leo Talbott & Son, Inc.	HVAC system, circulator pump, actuators	5085329 · Building Main Contracts	875.00
Leo Talbott & Son, Inc.	Service AC, replace filters	5305329 · Bldg Main Contracts	82.75
Leo Talbott & Son, Inc.	Water heater, heat pump, plumbing	5415742 · Civic Center	700.00
Lowe's	Fluorescent Light	5415329 · Building Contract Services	19.88
Mackin's Wrecker	Tow vehicle from Fern Creek to Bardstown	5135336 · Equipment Repairs	200.00
Murphy, Gerald	FY 11 Appeals Board	5035191 · Assessment Appeals Board Fee	100.00
Northside Funeral Home	Pauper burial (cremation)	5020308 · Autopsy & Services	400.00
Oates Flag Company	Flags, poles for courthouse square	5080411 · Courthouse Custodial Supplies	700.00
Patrons Home Center	Poly film, black paint for curb areas	5080329 · Courthouse Main Contracts	35.65
Patrons Home Center	Batteries, bulbs, irrigation valve	5081329 · Justice Center Main Contracts	261.05
Patrons Home Center	Sprayer, snap blade, torch supplies	5090427 · Supplies	83.96
Patrons Home Center	Bulbs	5105329 · Bldg Main Contracts	57.25
Patrons Home Center	Hose splicer, clamp	5205329 · Main Contracts	7.74
Patrons Home Center	Air filters	5205411 · Building Custodial Supplies	10.29
Patrons Home Center	Gloves, paint supplies	5340427 · Comm Svc Supplies	14.63
Patrons Home Center	Cord repairs - pitching machine	5405348 · Recreation Program Support	15.59
Patrons Home Center	Fairgrounds project	5405715 · Fairgrounds Improvements	7.77

Fiscal Court Orders

Patrons Home Center	Lock set, bulbs, bathroom repairs	5415329	Building Contract Services	213.32
Quick Care Oil Lube Express	Oil changes	5105340	Vehicle maintenance	59.90
S & R Supply	Thermostat wire	5090427	Supplies	47.50
Salt River	Undergound service fee	5405715	Fairgrounds Improvements	175.00
SecureNet	Security system - Humane Society	5205329	Main Contracts	39.95
Sheriff	Summons, transport, attend fiscal court	5015199	Sheriff Fees Payable	3,179.53
Simplex Grinnell	Annual agreement - fire alarm system	5081329	Justice Center Main Contracts	572.00
Smith, Karen	June 2011	5415329	Building Contract Services	850.00
Speedway	Fuel	5105429	Gas	2,639.51
Springfield Laundry	Mats	5080411	Courthouse Custodial Supplies	31.50
Springfield Laundry	Mats	5081411	Justice Center Custodial Supply	486.00
Springfield Laundry	Mats	5085411	Custodial Supplies	85.00
Springfield Laundry	Mats	5105411	Custodial Supplies	102.00
Springfield Laundry	Mats	5205411	Building Custodial Supplies	42.00
Springfield Laundry	Mats	5415411	Building Custodial Supplies	15.50
Studio Kremer Architects	Construction documents	5305741	Social Services Complex	6,418.91
Taylor Battery Company Inc	Battery	5340427	Comm Svc Supplies	35.22
U S Postal Service	Annual PO Box fee	5001445	CJE Office supplies	180.00
Vortech	Fatal plus powder	5205427	Animal feed & supplies	273.79
Wimsett, Keith	Lawn mower - solenoid, ignition	5340427	Comm Svc Supplies	176.16
Total 01 General Fund				60,680.91

02 Road Fund

Airgas Mid America	Oxygen, acetylene	6105427	Garage supplies	109.96
American Tire	Backhoe trailer, shop tires	6105479	Tires	1,968.26
Buzick	Concrete mix	6105427	Garage supplies	18.45
Buzick	Howardstown, Pinehurst, Iron Creek, Gonza Clark	6105457	Bridge & Culvert Materials	1,007.64
Buzick	Washers	6105469	Signs & Posts	6.39
Cintas	Uniforms	6105481	Uniforms	775.20
Fastenal	Rear end bolts - gradall	6105443	Parts	96.07
GBA	Ink cartridges, paper	6103445	Office Supplies	581.37
Gilkeys Ditch Witch Service	Hoe ram work - St Thomas Rd, Old Stonehouse Rd	6105457	Bridge & Culvert Materials	1,400.00
Gordon Foods	Coffee	6105427	Garage supplies	103.90
Hamilton Excavating	7 loads - dirt	6105431	Fences & ROW	105.00
Johnson Chimney Sweep	Pressure washing - Nelson Co Road Department	6103329	Building Main Contracts	400.00
Keystops	Fuel	6105429	Fuel	14,865.98
Keystops	Mystik Hi-temp	6105439	Lubricants	149.75
Kroger	Sugar, creamer	6105427	Garage supplies	45.87
Ky Trans Cabinet	Hwy 150/Parkway Drive - Traffic Signal	311 08	State Highway Projects	15,047.11
Lasco	Filters	6105427	Garage supplies	229.43
Lasco	Truck 304, 120G, Backhoe trailer	6105443	Parts	656.48
Lawson Products	Sealant, socket set	6105427	Garage supplies	160.44
Mackin's Wrecker	Tow JD mower	6105336	Equipment repairs	100.00
Mago Construction	US 150/Parkway Drive	311 08	State Highway Projects	7,154.49
Patrons Home Center	Shovel	6105475	Tools	19.99
Quality Auto Glass	Gradall	6105443	Parts	15.00
Safety Kleen-Road	Parts wash service	6105427	Garage supplies	154.00
Saf-ti-Co	Sign post caps	6105469	Signs & Posts	450.00
Sublet Contractors	Metal for rock/sand screen	6105427	Garage supplies	184.69
Taylor Battery Company Inc	Batteries- D7 Dozer	6105443	Parts	235.85
Truck Parts & Service	Ratchet straps, windshield solvent, paint	6105427	Garage supplies	288.23
Truck Parts & Service	Truck 303, Gradall	6105443	Parts	77.15
Wimsett, Keith	Auger, 416B, 120G, CAT 433	6105443	Parts	582.53
Total 02 Road Fund				46,989.23

03 Jail Fund

Bardstown Ambulatory	Inmate medical	5101549	Routine Medical	3,227.45
Bob Barker	Inventory purchases	5101428	Canteen Inventory	621.24
Bob Barker	Prisoner hygiene	5101453	Prisoner Hygiene	176.08
Buzick	Filters	5101329	Building Main Contracts	48.21
Clems	Food	5101425	Food	1,340.78
Coca Cola	Inventory purchases	5101428	Canteen Inventory	376.25
Dean Milk	Milk	5101425	Food	1,318.00
Diamond Pharmacy Services	Inmate medical	5101549	Routine Medical	1,502.48
EZ Dispensers Inc	Gloves, trash bags	5101411	Custodial Supplies	94.80
EZ Dispensers Inc	Beverages	5101425	Food	420.00
Flaget Memorial Hospital	Inmate medical	5101549	Routine Medical	3,971.81
Flowers Baking Co	Bread	5101425	Food	351.70
Flowers Baking Co	Inventory purchases	5101428	Canteen Inventory	52.00
Gordon Foods	Cleaning supplies	5101411	Custodial Supplies	1,497.63
Gordon Foods	Kitchen supplies	5101423	Food Prep & Serving Supplies	90.34
Gordon Foods	Food	5101425	Food	3,925.03
Gordon Foods	Canteen purchases	5101428	Canteen Inventory	880.02
Leo Talbott & Son, Inc.	Mixing valve	5101329	Building Main Contracts	85.00
Maxima Supply	Inventory purchases	5101428	Canteen Inventory	1,588.62
Medica	Inmate medical	5101549	Routine Medical	162.09
Patrons Home Center	Reflector Bulbs, drain opener, couplings	5101329	Building Main Contracts	55.54
Patrons Home Center	Floor emulsifier, sealer, finish	5101411	Custodial Supplies	344.98
PlumbMaster Inc	Line flush spray	5101411	Custodial Supplies	46.05
Quill Corporation	File folders, toner, paper	5101445	Office Supplies	573.32
Securus	Phone cards	5101428	Canteen Inventory	3,251.20
US Foodservice	Cleaning supplies	5101411	Custodial Supplies	899.66
US Foodservice	Kitchen supplies	5101423	Food Prep & Serving Supplies	143.55
US Foodservice	Food	5101425	Food	4,441.80
US Foodservice	Inmate medical	5101549	Routine Medical	63.34
Total 03 Jail Fund				31,548.97

04 LGEA Fund			
Cedar Creek Quarry LLC	Big Lick Road	6105409 · Rock	424.61
Cedar Creek Quarry LLC	Chester Hahn Rd	6105409 · Rock	83.82
Cedar Creek Quarry LLC	Gaddie Ford	6105409 · Rock	155.81
Cedar Creek Quarry LLC	Gonza Clark Rd	6105409 · Rock	350.28
Cedar Creek Quarry LLC	Greer Lane	6105409 · Rock	141.81
Cedar Creek Quarry LLC	Hill Street	6105409 · Rock	158.00
Cedar Creek Quarry LLC	Hilton Lane	6105409 · Rock	162.97
Cedar Creek Quarry LLC	Howardstown Connector	6105409 · Rock	139.29
Cedar Creek Quarry LLC	Hubbards Lane	6105409 · Rock	130.89
Cedar Creek Quarry LLC	Keith Knob Rd	6105409 · Rock	334.96
Cedar Creek Quarry LLC	Lawrenceburg Loop	6105409 · Rock	290.13
Cedar Creek Quarry LLC	Lexington Ave	6105409 · Rock	153.04
Cedar Creek Quarry LLC	N Stillwell	6105409 · Rock	118.47
Cedar Creek Quarry LLC	Nelsonville Loop	6105409 · Rock	138.39
Cedar Creek Quarry LLC	Shady Lane	6105409 · Rock	105.79
Cedar Creek Quarry LLC	Spalding Hollow	6105409 · Rock	119.31
Cedar Creek Quarry LLC	Summers Lane	6105409 · Rock	1,008.24
Cedar Creek Quarry LLC	Wilkerson Rd	6105409 · Rock	140.79
Cedar Creek Quarry LLC	Wire Lane	6105409 · Rock	120.16
Mago Construction	Hot mix - various roads	6105405 · Hot and cold mix	5,986.11
Total 04 LGEA Fund			10,262.87
09 Ambulance Fund			
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	187.65
All Med	Ventilator	5140550 · Medical supplies & Materials	90.00
American Tire	Sq 35 42	5140340 · Vehicle Maintenance & Repairs	375.00
American Tire	Sq 35	5140443 · Vehicle Parts	379.15
American Tire	Sq 32	5140479 · Tires	27.00
Bardstown Ambulatory	Employee medical	9400547 · Employee Medical/WC Claims	341.00
Beaven Equipment	Sq 31 32 34 42, Medic 6	5140340 · Vehicle Maintenance & Repairs	400.00
Beaven Equipment	Sq 31 34 42, Medic 6	5140443 · Vehicle Parts	573.25
Bluegrass Uniforms Inc.	Polo shirts	5140481 · Staff Uniforms	30.50
Buzick	Station II	5140741 · EMS Building	1,522.99
Danville Office	Paper, toner, envelopes, ink	5140445 · Office Supplies	350.95
Faulkner, Ashley	Reimburse training expense	5140569 · Training	1,150.00
Gateway EDI LLC	Electronic claims	5140445 · Office Supplies	52.65
Holt Computers	Service call - computers	5140336 · Equipment Maintenance & Repairs	373.75
Hurst Discount Drugs	Employee medical	9400547 · Employee Medical/WC Claims	296.73
Iron Works, Inc.	Sq 41	5140340 · Vehicle Maintenance & Repairs	750.00
Iron Works, Inc.	Sq 41	5140443 · Vehicle Parts	241.01
Kenny's Laundry	Alterations - EMS	5140481 · Staff Uniforms	70.05
Newcomb	Fuel	5140429 · Fuel & Oil	9,448.65
Newcomb	Oil	5140439 · Oil, lubes	78.72
Penn Care	Medical supplies	5140550 · Medical supplies & Materials	418.25
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	314.05
Select-Tech Inc	Lens, switches	5140443 · Vehicle Parts	61.34
Taylor Battery Company Inc	Batteries	5140443 · Vehicle Parts	211.57
Total 09 Ambulance Fund			17,744.26
Total			**$ 167,226.24**

Nelson County Fiscal Court
PIC Bills for Court Approval
July 19, 2011

Name	Memo	Account	Amount
13 Solid Waste Fund			
All State Truck Sales	Truck 412 injectors	5215336 · Equipment Repair	$ 2,635.46
Keystops	Fuel	5215429 · Fuel & Lubricants	15,667.95
Lasco	Hoses, mini bulbs, lugs, nuts	5215443 · Parts	97.26
Raben Tire Co	Tires, repairs	5215479 · Tires	1,006.75
Republic Diesel	Truck 410, 406; filters	5215443 · Parts	2,477.73
Republic Diesel	Hyvair valve	5215548 · Dead Animal Program Expense	330.87
Salt River	Garbage billing services	5215320 · Collection Contracts	9,253.44
Salt River	Delinquent billing-6865 accounts-0411-0611	5215320 · Collection Contracts	3,089.25
Springfield Laundry	Uniforms	5215481 · Employee uniforms	382.40
Total 13 Solid Waste Fund			34,941.11
15 Landfill Fund			
American Tire	Roll Off Truck, Backhoe	5210479 · Tires	1,392.58
Cedar Creek Quarry LLC	Rock	5210705 · Landfill Roadways	299.94
Duplicator Sales & Service Inc	Monthly copy charge	5210445 · Office Expense	81.37
Gordon Foods	Coffee	5210445 · Office Expense	132.60
Keaney's Rental	Metal detector	5210441 · Equipment Rental	11.00
Keystops	Fuel	5210429 · Fuel & Lubricants	5,841.46
Ky Environment/Div Waste Management	Quarterly fee	5210314 · Environmental Remediation Fee	25,260.38
McCoy & McCoy	Monitoring	5210324 · Environmental Monitoring	2,054.75
Patrons Home Center	Grip and grab	5210443 · Parts	45.98
Quality Auto Glass	Compactor	5210443 · Parts	304.00

Fiscal Court Orders

Republic Diesel	D6, 826C, Tire Cutter; filters	5210443 · Parts	779.85
Springfield Laundry	Cleaning supplies	5210427 · Main supplies	88.80
Springfield Laundry	Uniforms	5210481 · Uniforms	281.20
Truck Parts & Service	Hammer, tire patching	5210443 · Parts	150.20
Total 15 Landfill Fund			36,724.11
23 Occupational Tax Fund			
Danville Office	File folders, ink cartridges, clipboard	5047445 · OLF Office supplies	62.14
Kerr Office Plus	Service call for copy machine	5047445 · OLF Office supplies	146.00
Total 23 Occupational Tax Fund			208.14
97 PIC			
Keaney's Rental	Outside drain maintenance	5082329 · SOB Custodial Contract	165.00
Leo Talbott & Son, Inc.	Furnace, igniter	5082329 · SOB Custodial Contract	394.00
Springfield Laundry	Mats	5082411 · SOB Custodial Supplies	26.00
Total 97 PIC			585.00
Total			**$72,458.36**

NELSON COUNTY FISCAL COURT
PAID BILLS FOR COURT APPROVAL
July 19, 2011

Fund/Vendor	Description	Account	Amount
Road Fund			
Contech Construction Products	Pipe	6105457 · Bridge & Culvert Materials	$ 8,416.14
Less Discount			(42.08)
KY Concrete	Halisy Wood Loop	6105457 · Bridge & Culvert Materials	163.00
Less Discount			(2.00)
Solid Waste Fund			
Road Fund	FY 12 Appropriation	4909.02 · Transfers to Road	50,000.00
General Fund	FY 12 Appropriation	4909.01 · Transfers to General	50,000.00
Landfill Fund			
General Fund	FY 12 Appropriation	4909.01 · Transfers to General Fund	200,000.00
OLF Fund			
General Fund	FY 12 Appropriation	4909.01 · Transfers to General Fund	102,400.00
TOTAL PAID BILLS			**$ 410,935.06**

Nelson County Fiscal Court
Additional Bills for Court Approval
July 19, 2011

Additional Bills for Court Approval

Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll processing fees	9100301 · Payroll Processing	$ 41.26
Bardstown-At-Home Seniors	FY 12 Donation	5301515 · Voluntary Action General Assistance	2,500.00
Corvin's Furniture	Flooring at Health Dept	5415329 · Building Contract Services	1,475.00
Coulter's Towing	SO 51	5105369 · Towing Services	175.00
Economy Pest Control	Portable toilets July/Augl 2011	5405348 · Recreation Program Support	70.00
Galls	4 Mag charger flashlights	5105481 · Uniforms	410.00
Quick Care Oil Lube Express	Oil changes, brakes	5105340 · Vehicle maintenance	577.28
TriStar	Cafeteria plan administration - July	9100301 · Payroll Processing	365.50
U S Postal Service	PO Box key	5001445 · CJE Office supplies	9.00
Total 01 General Fund			5,623.04
03 Jail			
U S Postal Service	Postage	5101428 · Canteen Inventory	1,320.00
Total 03 Jail Fund			1,320.00
15 Landfill Fund			
AmCon Environmental	Cover	5210446 · Cover Material	2,285.00
Whayne Supply	Compactor, dozer	5210443 · Parts	1,803.08
Total 15 Landfill Fund			4,088.08
			$ 11,031.12

Additional Paid Bills for Court Approval

General Fund			
BP Gas	Fuel	5105429 · Law Enforcement Fuel	$ 5,345.76
EMS Fund			
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	157.68
Less Discount			(1.58)

DOG PARK DISCUSSION

Jolene Reynolds appeared before Nelson Fiscal Court as spokesperson for citizens who favor county government's support of a local dog park; this is described as an area for dogs to exercise and to run off the leash, a place where dogs can socialize and safely run. Following description of such areas as they exist in Jefferson and Fayette counties, and following a detailed computer presentation, Court members were asked to help secure land that could serve this purpose, they were asked for positive support of the project, and they were asked to educate their constituents about what a dog park is all about.

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RESOLUTION - CATHOLIC HEALTH INITIATIVES (FLAGET HOSPITAL)

The following resolution is approved, following clarification and discussion, on motion of Sam Hutchins, second of Bernard Ice, and by affirmative vote of all Court members:

RESOLUTION OF THE FISCAL COURT OF NELSON COUNTY, REQUESTING THAT THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY ADOPT A RESOLUTION PROVIDING FOR THE ISSUANCE OF REVENUE BONDS IN AN AMOUNT OF UP TO $336,000,000 THE PROCEEDS OF WHICH WILL BE LOANED TO CATHOLIC HEALTH INITIATIVES, INC., TO PROVIDE FINANCING FOR ALL OR A PART OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF CAPITAL PROJECTS FOR HEALTH CARE FACILITIES AND RELATED IMPROVEMENTS AND EXPENDITURES.

WHEREAS, the Kentucky Economic Development Finance Authority (the "Authority") is authorized to issue bonds from time to time under the provisions of Sections 154.10-035(2), 154.035(1) and 103.200 through 103.285 of the Kentucky Revised Statutes (the "Act") and to use the proceeds of such bonds to make loans to provide financing or refinancing the costs of acquiring, constructing and installing a "health care facility" within the meaning of the Act;

WHEREAS, Catholic Health Initiatives, Inc. (the "Corporation"), a Colorado nonprofit corporation, is the sole corporate member of Saint Joseph Health System, Inc., a Kentucky corporation, which is the sole corporate member of Flaget Healthcare, Inc., which owns and operates Flaget Memorial Hospital (the "Hospital"), located in the geographic territory of Nelson County (the "County");

WHEREAS, the Corporation has requested that the Authority issue its industrial revenue building bonds (the "Bonds") pursuant to the Act, in an amount not to exceed $336,000,000, to loan the proceeds thereof to the Corporation in order to (i) refund all or a portion of the outstanding commercial paper allocated to the commercial paper originally issued in November 2010 which refunded the Authority's Variable Rate Revenue Bonds (Catholic Health Initiatives) Series 2004D Auction Rate Certificates (ARCs^{SM}), a portion of the proceeds of which were used to finance the costs of routine capital expenditures at the Hospital and (ii) pay, or reimburse the Corporation for, among other things, (i) the costs of acquisition, construction, renovation, and installation of certain buildings, additions and improvements to, and equipment at, the Hospital (the "Project"), in an amount not to exceed $8,000,000 and (ii) additional health care facilities located in Kentucky that are owned and operated by the Corporation or one of its affiliates;

WHEREAS, the Authority and the Corporation will enter into a loan agreement pursuant to which the Corporation will make loan payments to the Authority sufficient to pay all of the principal of, premium, if any, and interest on the Bonds as the same become due;

WHEREAS, in the opinion of the Fiscal Court of Nelson County, the financing of the Project will tend to accomplish the public purposes of the Act by promoting the economic development of the Commonwealth, relieving conditions of unemployment, preserving existing jobs and encouraging the increase of industry therein;

WHEREAS, it is deemed advisable and in the best interests of the County that the Bonds be approved and issued by the Authority;

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

Section 1. The County, through its Fiscal Court, does hereby request that the Authority issue its Bonds in an amount not to exceed $336,000,000 in order to loan the proceeds thereof to the Corporation, provided that the Bonds shall not constitute a general obligation of the Authority or the County and the County shall have no expense in connection with the Project or the issuance of the Bonds.

Section 2. All formal actions relating to the adoption of this Resolution were taken in open meetings of the Fiscal Court of Nelson County, and all deliberations of the Fiscal Court of Nelson County which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements. All prior resolutions of the Fiscal Court of Nelson County that are inconsistent with the provisions of this Resolution are, to the extent of such inconsistency, hereby repealed.

Section 3. This Resolution shall be in full force and effect upon adoption, as provided by law.

INTRODUCED, READ AND ADOPTED on the 19th day of July, 2011.

County Judge/Executive

ATTEST:

Fiscal Court Clerk

(Seal of County)

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SURPLUS VEHICLE - '92 INTERNATIONAL

Bucket truck purchased from Salt River would require $15,000 to $18,000 in maintenance costs in order to be certified; rental of this type of equipment is considered more prudent than expending that much for repairs. On motion of Jeff Lear, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to declare the '92 International, VIN last six digits --H456382, as surplus property and to advertise for bids.

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BIDS FOR JANITORIAL SERVICE

Mr. John Reed is retiring from janitorial service at the County

Annex Building; advertisement has been done for a janitorial service, with bids having been received as follows:

Annual Janitorial Service for
Sutherland Building and Codes Office

Vendor	Bid
1. Corvus Cleaning Service	$14,340.00
2. Final Touch Cleaning	16,249.92
3. T&T Cleaning	45,552.00
4. Carlene's Cleaning	20,800.00
5. S&P Cleaning Service	19,500.00
6. Dorcas St Clair	19,500.00

On motion of Jeff Lear, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve Corvus Cleaning Service to provide janitorial service for the Sutherland Building and for the Code Enforcement Building.

*** ***** ***

DEPARTMENT REPORTS

**EMS

Joe Prewitt presented his regular report as follows:

07/18/2011

Monthly EMS Run Totals
As of June 2011

Areas	Monthly Completed Runs	Monthly Non-Transport	Monthly Total Calls	Year-To-Date Calls	Monthly Charges	Year-To-Date Charges	Average Charge per Run
Bardstown Area	377	72	449	5034	$ 274 116 40	$ 2 690 994 60	$ 534 56
Bloomfield Area	19	1	20	334	$ 15,211.70	$ 195 875 50	$ 586 45
New Haven Area	21	12	33	328	$ 15,145.30	$ 192,744.40	$ 587 64
Boston Area	5	2	7	96	$ 3,753.85	$ 52,788.55	$ 549 88
Cox's Creek Area	14	5	19	171	$ 10,980 15	$ 75,202 80	$ 439 78
TOTAL	436	92	528	5963	$ 319,207.40	$ 3,207,605.85	$ 537 92
Average Per Day	14 5	3.0	17 6	16 3	$ 10,640 25	$ 8 787 96	
Collections (YTD)						$ 1,714,514.00	
Collection Per Run						$ 287 53	
Cost Per Run						$ 338 60	
Difference						$ (51 07)	

Previous Year 2010	Totals	478	6165	$ 266,350.00	$ 3,175,179.00
Previous Year Difference		50	202	$ 52,857.40	$ 32,426.85
Previous Year 2009	Totals	560	5784	$ 295,419.00	$ 3,119,699.00
Difference From Current Year		-32	179	$ 23,788.40	$ 87,906.85
Previous Year 2008		437	5708	$ 254,536.00	$ 3,029,955.00
Difference From Current Year		91	255	$ 64,671.40	$ 177,650 85
Previous Year 2007	Totals	455	5571	$ 211,555.00	$ 2,817,489.00
Difference From Current Year		73	392	$ 107,652.40	$ 390,116.85

June 2011

Monthly Summary
Jun-11

Diesel Fuel Cost: $3.98
Gasoline Fuel Cost: $3.89

	Beginning Mileage	Ending Mileage	GALLONS (Actual)	LOADED MILES (PER TRIP)	TOTAL TRIP MILES	DEAD MILES	Actual Monthly Miles	Actual Monthly MPG	Mileage after 10-8	Total All Miles X Fuel Cost	Dead Miles + 10-8 Miles X Fuel Cost	Loaded Miles X Fuel Cost
Squad 31	7,104.8	10,305.0	370.3	1,122.2	2,104.3	982.1	3,200.2	8.6	1,095.9	$1,473.79	$452.29	$516.81
Squad 32	138,400.0	142,029.0	407.7	1,259.3	2,542.1	1,282.8	3,629.0	8.9	1,086.9	$1,622.65	$573.58	$563.07
Squad 33	206,119.0	206,848.0	69.5	223.0	461.3	238.3	729.0	10.5	267.7	$276.61	$90.42	$84.61
Squad 34	199,597.0	203,025.0	312.0	1,268.7	2,550.0	1,281.3	3,428.0	11.0	878.0	$1,241.76	$464.14	$459.57
Squad 35	136,182.0	137,667.0	189.0	527.1	1,014.0	486.9	1,485.0	7.9	471.0	$752.22	$246.64	$267.00
Squad 36	116,649.0	117,681.0	128.5	267.0	549.6	282.6	1,032.0	8.0	482.4	$511.43	$140.05	$132.32
Squad 37	186,696.8	187,318.0	58.0	209.6	462.7	253.1	621.2	10.7	158.5	$230.84	$94.05	$77.89
Squad 38	182,382.0	187,125.0	427.0	1,847.4	3,638.9	1,791.5	4,743.0	11.1	1,104.1	$1,699.46	$641.91	$661.94
Squad 39	190,280.0	192,392.4	258.0	715.1	1,488.1	773.0	2,112.4	8.2	624.3	$1,026.84	$375.76	$347.61
Squad 41	220,977.0	221,057.0	10.0	27.2	34.6	7.4	80.0	8.0	45.4	$38.90	$3.60	$13.23
Squad 42	289,944.0	291,189.0	116.0	395.6	728.8	333.2	1,245.0	10.7	516.2	$461.68	$123.56	$146.70
Medic 1	79,987.0	79,987.0	15.0	0.0	10.6	10.6	155.0	10.3	144.4	$58.35	$3.99	$0.00
Medic 6	165,968.0	166,116.0	14.0	0.0	3.0	3.0	148.0	10.6	145.0	$54.46	$1.10	$0.00
Total All			2375	7862.2	15588	7725.8	22607.8	9.5	7019.8	$9,448.99	$3,211.09	$3,270.75

**JAIL

Regular jail report was presented by Jailer Dorcas Figg:

NELSON COUNTY JAIL

JULY	Total	Hardin Co	HIP	State	W-End	In House
Wed. 06	137	5	1	28	19	112
Thur. 07	140	4	1	28	19	116
Fri. 08	137	4	1	31	19	113
Sat. 09	129	4	1	30	8	116
Sun. 10	123	4	1	30	8	110
Mon.11	133	4	1	31	12	113
Tue. 12	123	5	1	25	13	104
Wed. 13	123	5	1	25	13	104
Thur. 14	122	4	1	26	19	98
Fri. 15	129	4	1	26	19	105
Sat. 16	128	4	1	27	6	117
Sun. 17	123	4	1	27	4	114
Mon. 18	122	4	1	27	11	106
Tue. 19	123	4	1	28	13	105

JUNE DAILY AVERAGE

	Mandays	Average
CI	648	21
CD	264	8
NELSON	3144	104
TOTAL	4056	135

NEW ARREST AND RELEASES F/ JUNE 2011

ARRIVALS	MALE	FEMALE	TOTAL
	167	49	216

RELEASES	MALE	FEMALE	
	168	56	224

SENTENCED INMATES	
DISTRICT COURT	
WEEKENDS	10
JAIL	11
WAITING COURT	18
HIP	0
WORK RELEASE	1
C/S	5
TO BE RELEASED JULY	6

NELSON COUNTY JAIL

STATE SENTENCED	
CI	18
CD	11
SENTENCED TO JAIL	11
COMMUNITY SERVICE	4
WORK RELEASE	0
HIP (JEFFERSON)	1
WEEKENDS	1
CIRCUIT WAITING COURT	36
HOLDING FOR HARDIN CO.	4

TOTAL OF 54 HAS NOT BEEN SENTENCED

NUMBER OF DAYS INMATES SERVED F/ JUNE 2011

DAYS	INMATES	DAYS	
1	97	16	4
2	50	17	6
3	17	18	5
4	14	19	6
5	11	20	2
6	9	21	6
7	15	22	2
8	7	23	2
9	9	24	1
10	6	25	1
11	3	26	1
12	2	27	1
13	6	28	1
14	10	29	4
15	9	30	70

NELSON COUNTY JAIL

FISCAL YEAR JUNE 2010 - JUNE 2011

ARRIVALS	MALE	FEMALE	TOTAL
	2143	667	2810

RELEASES	MALE	FEMALE	
	2136	670	2806

	Mandays	Average
CI	5,121	14
CD	3,384	9
NELSON	40,712	111
TOTAL	49,217	134

JAG GRANT - Application for grant for the Nelson County Jail for a surveillance system (cameras-video equipment) was made through Joe Prewitt and was awarded in the amount of $29,752.00. On motion of Bernard Ice, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Judge-Executive to sign all documents related to this grant and to advertise for bids for the equipment:

KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET Grants Management Branch		STATEMENT OF ACTION GRANT AWARD	
Grant No:	2011-JAG-Nelson Cou-00859	BUDGET	
Subgrantee:	Nelson County Jail	Federal Funds Awarded:	$29,752.00
Project Title:	Nelson County Detention Center Surveillance System Project	Matching Contribution Provided By:	
		Subgrantee:	$ 9,918.00
Grant Period:	07/01/2011 – 09/30/2011	Total:	$39,670.00
Date of Award:	July 1, 2011		

In Accordance with the provisions of the Anti-Drug Abuse Act of 1986, Public Law 99-570, as amended and on the basis of the federally approved application and budget, the Kentucky Justice and Public Safety Cabinet does hereby offer this grant award in the amount and for the time specified above.

This grant contract is subject to the liabilities and obligations specified in the grant application as well as the general and special conditions attached to it. It is also subject to further guidelines, regulations, and policies as may be reasonably prescribed by the U. S. Department of Justice, Bureau of Justice Assistance, Anti-Drug Abuse Act of 1986, and the Kentucky Justice and Public Safety Cabinet, consistent with the purposes and authorizations of Public Law 99-570.

In order to legally accept this award and grant contract, the authorized official of the subgrantee must execute this acceptance of grant award and immediately return the original to the Kentucky Justice and Public Safety Cabinet, Grants Management Branch.

J. Michael Brown
Secretary

ACCEPTED FOR THE SUBGRANTEE:

Dean Watts

The Honorable Dean Watts, Judge Executive
(Mayor, County Judge, Chief Executive of State Agency or Designee)

7-18-11
Date

Grant No: **2011-JAG-Nelson Cou-00859**

Agency: **Nelson County Jail**

Grant Period: **07/01/2011 – 09/30/2011**

Budget: Federal: $29,752.00 Match: $ 9,918.00 Total: $39,670.00

SPECIAL CONDITIONS

1. Availability of Federal Funds
The subrecipient agrees and understands that programs will be funded contingent upon the availability of federal funds to the Kentucky Justice and Public Safety Cabinet in its capacity as the State Administering Agency.

2. Commencement of Projects within Specified Time Period
The subrecipient agrees to commence project activities within 60 days of the start date. If the project is not operational within the 60 day time period, written notification must be submitted to the Kentucky Justice and

Public Safety Cabinet (JPSC), Grants Management Branch (GMB) that details the steps taken to initiate the project, the reason(s) for delay, and the expected starting time.

If the project is not operational within 90 days of the original start date, a second statement must be submitted to GMB explaining the implementation delay. Upon receipt of the 90-day letter, the Justice and Public Safety Cabinet, GMB, may cancel the project and redistribute the funds.

3. Abiding by Final Approved Award and Required Process to Request Revisions

The subrecipient agrees to abide by the Final Approved Award. Any deviations in the budget, project scope, or project period must be submitted in written format via a grant adjustment notice (GAN) as required, include detailed information, and must be pre-approved by the GMB. All requests for revisions must be made no later than 30 days prior to the end of the approved grant period (May 31st) and revisions shall not be retroactive. Excluding grant contact/personnel changes, GANs are limited to a maximum of three (3) throughout the duration of the grant period.

4. Accounting / Vendor Codes to be Utilized by Subrecipients

State agency subrecipients of these federal funds are strongly encouraged to utilize the eMARS codes listed below to insure proper drawdown and reimbursement of funds from the US Department of Justice to the Grants Management Branch, Kentucky Justice and Public Safety Cabinet.

Major Program Class: 5JG Major Program Code: JAG Program Period Code: ____

State agency subrecipients must designate if they ***will* not** _____ utilize the eMARS codes provided with these special conditions. If a state agency recipient chooses not to use the eMARS codes provided, ***reimbursement for grant activities will be made via Manual Draw***, upon GMB approval of the recipient's quarterly financial report.

Local government and non-profit subrecipients of these federal funds are required to have an established vendor account with the Commonwealth of Kentucky. This account is interfaced with the state's accounting system and is necessary for any agency wishing to receive payments of any type from the Kentucky State Treasury. Local government and non-profit subrecipients should provide up-to-date vendor account information as requested on the attached reimbursement information form provided with these special conditions.

Prior to receipt of any funds, subrecipients must provide funding or vendor code set-up information as specified on the attached Reimbursement Information form

5. Prohibition with Regard to Commingling of Federal Funds

Subrecipient agrees to ensure each federal award will be accounted for separately and the subrecipient understands funds specifically budgeted and/or received for one project may not be used to support another. Where a subrecipient's accounting system cannot comply with this requirement, subrecipient agrees that it shall establish a system to provide adequate fund accountability for each federal project it has been awarded.

6. Compliance with Financial and Administrative Requirements

Subrecipients shall comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) financial guide, **http://www.ojp.usdoj.gov/financialguide/index.htm,** as well as the procurement procedures and regulations as set forth by the Commonwealth of Kentucky, Finance and Administration Cabinet, **http://finance.ky.gov/business/eprocurement/state-laws.** Note: the subrecipient must follow the more restrictive policy, whether it is the U.S. Department of Justice, Commonwealth of Kentucky, or the subrecipient's.

7. Submission of Quarterly Financial and Program Reports

The subrecipient agrees to submit Financial and Program reports on a quarterly basis as required. Quarter ending dates are September 30, December 31, March 31, and June 30. Reports are due within 15 calendar days after the close of each calendar quarter. The Financial Director of the applicant agency must approve financial reports. Failure to submit reports according to the time period set forth by policies and procedures could result in delay or withholding of funds.

In addition to GMB required reporting, the subrecipient agrees to electronically submit an OJP, Bureau of Justice Assistance (BJA) quarterly Performance Measurement Tool (PMT) report, as required. A link to the PMT website will be included within the GMB Quarterly Program Report, and GMB will provide the necessary user id and password.

8. Financial Report Supporting Documentation Requirements

The subrecipient agrees invoices and other documentation of expenditures will be submitted with each quarterly financial report as required. Material such as payroll ledgers or copies of payroll stubs/cancelled checks verifying regular and/or overtime expenditures should be submitted to help verify claimed grant personnel expenses.

The subrecipient awarded funds for contractual services, if applicable, agrees formal written contract(s) signed by all involved parties will be submitted within ten (10) days of execution. The subrecipient

understands that reimbursement for contractual services will not be received until this requirement has been met. Contract assistance, including type of contract needed and verbiage, may be found at **http://www.ojp.gov/funding/pdfs/procurement_procedures.pdf**

9. Notification Requirements for Employee Changes
The subrecipient agrees to notify GMB in writing, via a grant adjustment notice (GAN) as required, of all employee changes affecting the grant project including, but not limited to, agency representative/CEO, project director/contact, and financial officer. The subrecipient also agrees to notify GMB in writing of any employee changes involving grant funded positions.

10. Hiring and Compensation for Grant Funded Personnel
Subrecipient's hiring decisions must be made in accordance with organization policy and meet merit system or other requirements as required by federal law, where applicable. Salaries and benefits for grant funded positions should also conform with organization policy and be comparable to those offered to non-grant funded positions.

11. Personnel Time and Attendance Reporting
The subrecipient, if applicable, agrees that time and attendance reports reflecting all funding sources must be maintained for all personnel assigned to this subgrant and signed by the individual and their immediate supervisor.

12. Personnel Costs, Exclusion of KLEFPF
The subrecipient, if applicable, agrees that personnel costs will be based on the employee's regular salary and will not include the payment of KLEFPF.

13. Maximum Allowable Rates for Professional or Consultant Services
The subrecipient agrees that approval of this award does not indicate approval of any professional or consultant services in excess of the current OJP Financial Guide maximum allowable rate of $450 for an eight-hour day ($56.25 per hour). A detailed justification must be submitted to and approved by GMB and U.S. Office of Justice Programs (OJP) prior to obligation and expenditure of such funds.

14. Non-supplanting Requirements
The subrecipient agrees that federal funds under this award must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose.

15. Fund Raising Restrictions
The subrecipient agrees that personnel costs and other expenses associated with fund raising will not be financed with federal grant funds.

16. Lobbying Restrictions
The subrecipient agrees that federal grant funds will not be used for costs (direct or indirect) associated with lobbying of any law, regulation, or policy, at any level of government.

17. Pay-to-Stay Programs in Local Jails
The subrecipient agrees that funds provided under this award shall not be used to operate a "pay-to-stay" program in any local jail. The recipient further agrees not to subaward funds to local jails that operate "pay-to-stay" programs.

18. Religious Activities Stipulations
Subrecipient understands that federal grant funds may not be used to support "inherently religious" activities, such as religious worship, instruction, or proselytization. Subrecipient agrees federal grant funds under this award will be used only to support approved, non-religious program activities. Therefore, organizations that receive direct governmental funds should take steps to separate, in time or location, any inherently religious activities from the government-funded services that they offer. Such organizations should also carefully account for their use of all government money. See U.S. Department of Justice's Equal Treatment Regulations, 28 C.F.R pt. 38.

19. Out-of-State Travel Requirements
The subrecipient, if applicable, must receive prior approval for all out-of-state travel. The subrecipient agrees to submit an itinerary along with estimated travel costs for any travel that involves training and/or overnight lodging and meal expenses. Requested training should include a description of the course material being taught in order to ensure it conforms to the program aims of the grant.

20. Completion of Equipment Purchases within Specified Time Period
The subrecipient agrees that equipment purchases funded with this award will be completed within the first four months of the project. This time frame allows acquisition time and provides eight project months in which to use the equipment.

21. Requirements for Wireless Communications Interoperability Projects
The subrecipeient understands that all awards for Wireless Communications Interoperability projects (i.e., mobile data terminals and related equipment) require documentation of approval of a wireless plan by the Kentucky Wireless Interoperability Executive Committee (KWIEC), **www.KWIEC.ky.gov,** prior to reimbursement of expenses by GMB.

22. Acknowledgement of Grant Support on Literature Printed with Grant Funds
The subrecipient agrees that any brochures and related materials to be printed with grant funds will contain an acknowledgement of support through the use of the following or comparable footnote: "This project was

supported by Grant Number (insert current grant number) awarded through the Kentucky Justice and Public Safety Cabinet by the U.S. Office of Justice Programs."

23. Reporting Requirements for Program Income
The subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned as a direct result of this grant award must be reported to GMB and accounted for up to the same ratio of federal participation as funded in the grant project. GMB prior approval is required for all projects funded with program income earned as a direct result of this grant.

24. Limited English Proficiency (LEP) Requirements
The subrecipient shall have policies in place to ensure that limited English proficiency (LEP) persons have meaningful access to the programs provided with this subaward. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Recipients must maintain a current LEP plan on file with GMB.

25. Maintaining of Licenses, Certifications, and Insurances
The subrecipient agrees to maintain all necessary and appropriate licenses, certifications, insurances, etc., relevant to the operation of a business or agency of its size and/or type. Subrecipients may be required to provide documentation of compliance at GMB request.

26. Avoidance of Conflicts of Interest Issues and Required Notification of Such Issues to Grants Management Branch
As described in the OJP Financial Guide, the subrecipient agrees that in using funds provided under this award, officials or employees of subrecipient shall avoid any action that might result in, or create the appearance of a "conflict of interest". Please see OJP Financial Guidelines, Part 1-Chapter 3: Conflicts of Interest, **http://www.ojp.usdoj.gov/financialguide/index.htm.**

Should the subrecipient become aware of any circumstance that would constitute a conflict of interest, or the appearance thereof, the authorized representative (or other appropriate officer, board member, agent, or employee) must immediately notify the Grants Management Branch's designated program manager of the details of the situation in writing. Failure to do so may result in withholding of reimbursement, termination of award, or other appropriate action.

27. Reporting Potential Fraud, Waste and Abuse, and Similar Misconduct
The subrecipient must promptly refer to the Kentucky Justice and Public Safety Cabinet, GMB Program Manager, and the U.S. Department of Justice, Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for JAG funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds. Potential fraud, waste, abuse, or misconduct should be reported by mail to:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W. , Room 4706
Washington, DC 20530
e-mail: oig.hotline@usdoj.gov
hotline: (contact information in English and Spanish): (800) 869-4499 or
hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website, **www.usdoj.gov/oig**

28. Failure to Comply with Provisions and Conditions of Award and/or Misuse of Award Funds
The subrecipient understands and agrees that failure to comply with provisions and conditions of the award and/or misuse of award funds may result in a range of penalties including: suspension of current and/or future awards; suspension or debarment from federal grants; recoupment of monies provided under an award; and civil and/or criminal penalties. Actions may be taken by GMB where it finds a substantial failure to comply with: the provisions under which the application or award was made; applicable GMB, U.S. Department of Justice, U.S. Office of Management and Budget, or other governing organizations' published regulations and policies, including these award conditions; and relevant state and federal statutes, but only after notice and/or hearing as required by GMB and USDOJ policies and applicable statutes.

29. Modifications and/or Additional Requirements
The subrecipient agrees to comply with any modifications or additional requirements that may be imposed by law or future USDOJ (including government-wide) guidance and clarification of Justice Assistance Grant (JAG) requirements.

Subrecipient Acceptance of Special Conditions

Dean Watts

The Honorable Dean Watts, Judge Executive

7/18/11
Date

Fiscal Court Orders

July 19, 2011
REGULAR SESSION OF NELSON FISCAL COURT

Book 35
Page 404

**LANDFILL/SOLID WASTE

COMPACTOR - Brad Spalding told Court members that a second compactor for use at the landfill must be obtained; intent is to keep the compactor now being used as a backup to a newer machine. On motion of Jerry Hahn, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize advertisement for bids for a landfill compactor.

METHANE EMISSIONS - The Landfill Engineer also reported that the EPA is now requiring that reports are sent to them regarding greenhouse gas emissions.

**ROAD DEPARTMENT

ON-GOING - County Engineer Jim Lemieux reported on bushhogging, boom mowing, Grade-All work, rock work at St. Thomas Ln and Old Stonehouse Rd, and pipe work on Pappy Cecil Ln.

DISTRICT 1 BLACKTOP LIST - The following paving list is approved on motion of Keith Metcalfe, second of Jeff Lear and by unanimous vote of the Court:

Nelson County Fiscal Court

2011 Paving Estmates as of 07/18/11
District 1, Keith Metcalfe
Asphalt @ $68/ton per MAGO June Bid 2011

Road Name	Inspection date comments	Funding Source/ Funded ?	Location to be Paved	LF ft	width ft	culdesac	depth IN	Patching Wedging Req'd		tons (110#/SY)	cost/ton current	County Funds FY 2011-12 (estimate)
Hoawrdstown Connector -CR1259	06/02/11 repl 3 cross drains	County	KY 247 to KY 84	590	16		1.5	0		86.53	$68.00	$5,8[redacted]
Jim Clark Road	06/09/11 - Road could wait	KYRSflex -No County- funds KYRS/cd39 -yes	KY 457 to Bridge Bridge to Asphalt Joint Asphalt Joint to Eddy Mikes Road	5150 5700 4700	16 16 17		1.25 1.25 1.25			629.44 696.67 610.35	$68.00 $68.00 $68.00	$47,[redacted]
Clarktown Road	01/03/11	KYRSflex-No	KY 46 to FTo 4750 LF	4750	17		1.25			616.84	$68.00	
St. Thomas Loop	05/27/11	County-	Entire Road US 31E to Quary Lane	1750	16		1.25	10%		264.69	$68.00	$17,998.75
Prices Creek Loop	05/27/11	County	Entire Road US 31E to US 31 E	1450	14		1.25			156.07	$68.00	$10,544.72
Salts Spring Loop	05/27/11 needs culvert/ditch reps	County	Entire Road KY 46 to KY 46 Asp Base Asp Surf	1680 1680	12 12		2 1			246.40 123.20	$63.00 $68.00	$15,523.20 $8,377.60
										0.00 0.00		
Gilkey Run	on hold for LGE & ATT	KYRS (FD39) yes	KY 49 To Bardstown WWTP Entrance	500 2430	24 20		1.25 1.25	0 0.00%	surface surface	91.67 371.25	$68.00 $68.00	
OTHER ROADS												
Clarktown Road	01/03/11 wose than Jim Clark Rd		Asphalt Joint (KYRS above) to Red Bud (ot Red Bud DR(Mel Lake) to Melody dr Melody Dr to KY 457	5080 4200 3300	17 17 17		1.25 1.25 1.25			859.69 545.42 428.54	$68.00 $68.00 $68.00	
St. Thomas Lane	01/03/11 not req'd yet		Us31E to End	4310	16		1.25			592.63	$68.00	
										0.00		
New Hope - Church Street	County		KY 457 to Shirley Ave Shirley Aven to End Can wait	520 610	20 14		1.25 1.25		surface surface			
Terripan Lane	06/24/10 not req'd yet		KY 49 to End - Req by K Metcalf (Inspected 06/24/10-does not need overlay	4500	14		1.25		surface			[redacted]
Patton Road	County		Asp Joint(~ 1.1 mile from Ioetown Rd) to Rolling Fork Ch Rd.	3450	16		1.25			421.87	$68.00	
				miles							TOTAL	$106,701.6
											allowed	$120,000

Date Complete									PO NCRD-881 issued 11-08-10								$283,431.16	
OTHER Roads											$44,859.22 $37,098.33 $29,140.83	$40,298.50				$28,673.33		
KYDOT RS Funds (estimate)		$42,802.22	$41,503.61	$41,945.14					$6,233.33 $25,245.00								$167,729.31	

Fiscal Court Orders

DISTRICT 5 BLACKTOP LIST - District 5 blacktop list was approved on motion of Jerry Hahn, second of Sam Hutchins, and by affirmative vote of all Court members:

Nelson County Fiscal Court

2011 Paving Estmates as of 07/19/11

District 5, Jerry Hahn Asphalt @ : $68.00 ton Culdesac= 30

Road Name	Date inspected/ Comments	Funding source	Location to be Paved	LF ft	width ft	culdesac	depth IN	Patching/ Wedging Req'd	material	tons (110#/SY)	cost/ton	Total County Funds FY 2010/2011	Total KYDOT Funds	Other Roads	Comments Complete
Plum Run Road		complete-2008	Stoner Road to 7000 Lf (stop)	7000	16		1.25	0.05		898.33	$77.28	Done 2008			10/10/08
		complete-2009	7000 LF to Irish Ridge	4500	16		1.25	0.05		577.50	$68.00	Done 2009			09/17/09
		complete-2010	Irish Ridge to Chester Hahn	5200	16		1.25	0.05		667.33	$65.00	Done 2010			09/24/10
		County 2011	Chester Hahn to Wilkerson Road	8300	16		1.25	0.05	Priority # 1	1065.17	$68.00	$72,431.33			
		complete-2009	Wilkerson Road to Asp Joint of 2007 (MB7827)	1700	16		1.25	0.05		218.17	$58.00	Done 2009			09/15/09
		complete-2010	US31E new Asp joint to Murrays Run Road	4570	22		1.25			784.82	$65.00	Done 2010			05/12/10
		???	Chester Hahn to Wilkerson Road Remaining total LF	1300	16		1.25			158.89	$68.00			$10,804.44	
Green Chapel Road	County fnds & County funds &	KYRS-Flex	US 62 to Timber Creek Road	5840	18		1.25	0	Priority # 3	775.50	$68.00	$12,734.00	$40,000.00		$40 K by KYRS-2011
		KYRS-fd39	Timber Creek to Ockerman Lane	8300	17.5		1.25	0	Priority # 4	1109.55	$68.00	$35,449.31	$40,000.00		$40 K by KYRS-2011
		complete-2010	Ockerman Lane to Waldridge	2800	17.5		1.25	0	Priority # 2	374.31	$65.00	Done 2010			
		complete-2009	Waldenridge to Van Buren/Highview Church	2600	17		1.25	0	Priority # 1	337.64		Done 2009			
Timber Creek Road			Green Chapel road to new Asphalt Joint	2600	15		1.25	0		297.92	$68.00			$20,258.33	
Wilkerson Road			Plum Run Road to Murrays Run Road	7780	16		1.25		surface	950.89	$68.00			$64,660.44	has been patched worse than remain of Plum Run
Dugan Lane	12/29/10 overlay NOT good		US 62 to KY 162	9200	15		1.25		surface	1054.17	$68.00			$71,683.33	not too bad wait ~ 2 years
Yates Cooney Neck (total Length= 29950)		11/30/09	Paved in FY 07/08 (KY 55 to 8250 LF)	8150	15		1.25		surface			Done 2007			
		field measured	From Asphalt Joint 2007 to 7400 LF paved	7400	15		1.25		surface	847.92	$65.00	Done 2009			
		FY10/fy11	Asphalt Joint 2009 for 5300 LF	5300	15		1.25		surface	607.29	$65.00	Done 2010			
			Remaider Sections:												
		Inspect 06/19/10	Inspected 06/19/10 ~	6600	15		1.25		surface	806.67	$68.00			$54,853.33	
			Remainder good shape-paved in year 2002	2550	15		1.25		surface	311.67	$68.00			$21,193.33	paved in year 2002
Simpson Creek Road			City of Bloomfield Line to Stevens Lane (per LTADDmess~1400 LFto Pleasent View=COB	6050	14		1.25		surface	647.01	$68.00			$43,996.94	
Glenview Drive	03/23/11	wait 1 year-max	US 62 to End at Cul-de-sac	2880	22	2	1.25	0		544.00	$68.00			$36,992.00	
										0.00					
Andrea Court	03/23/11	needs overlay	Glenview Drive to End	1250	22	1	1.25			240.07	$68.00			$16,324.72	
Murrays Run Road	03/18/11		Plum Run Road to MB 1711 (Bridge At Cox Crk)	9000	19		1.25		Priority # 1	1308.25	$68.00			$88,825.00	
	03/18/11		MB 1711 (Bridge at Cox Crk) to Hobbs Lane	6100	16		1.25		Priority # 2	838.75	$68.00			$57,035.00	
	03/18/11		Hobbs Lane to 8600 LF (MB ??)	8600	17		1.25		Priority # 4	1118.81	$68.00			$75,942.78	
	03/18/11		MB ??) 8600 Lf to KY 48	13000	17		1.25		Priority # 3	1688.19	$68.00			$114,797.22	
Broadway - Chaplin	06/10/11	overlay needed bad	KY 1734 to US62	1500	17		1.25			194.79	$68.00			$13,245.83	
									surface	0.00			$0.00		
									Tot.Tons	18419.59		$120,614.64	$80,000.00	$690,612.72	
												County FY 2010 $120,000	KYDOT RS $80,000		allowed $200,000
															Total spent=

2011 Paving Estmates as of 06/27/11

July 19, 2011
REGULAR SESSION OF NELSON FISCAL COURT

NELSON COUNTY SENIOR CITIZENS BUILDING

**FAIR HOUSING RESOLUTION - In order to conform with regulations related to receiving Federal funding, on motion of Jeff Lear, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following Fair Housing Resolution and Fair Housing Policy, plus grievance procedure:

Fair Housing Resolution

LET IT BE KNOWN TO ALL PERSONS OF Nelson County that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing or in the provision of brokerage services because of race, color, religion, sex or national origin is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of Nelson County to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the County does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, national origin, disability or familial status to seek equity under Federal and state laws by filing a complaint with the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the County shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: (1) printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; (2) distribution of posters, flyers, and any other means that will bring attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and (3) prepare an analysis of impediments to fair housing choice and actions to mitigate such impediments.

EFFECTIVE DATE

This resolution shall take effect July 19, 2011.

Elaine G. Filiatreau
Attest

Nelson County
Judge/Executive

NELSON COUNTY FAIR HOUSING POLICY

Section 1. POLICY

It is the policy of Nelson County to provide, within constitutional limitations, for fair housing throughout the County.

Section 2. DEFINITIONS

(a) "Dwelling" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

(b) "Family" includes a single individual.

(c) "Person" includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, and fiduciaries.

(d) "To rent" includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises owned by the occupant.

(e) "Discriminatory housing practice" means an act that is unlawful under section 4, 5 or 6.

Section 3. UNLAWFUL PRACTICE

Subject to the provisions of subsection (b) and Section 7, the prohibitions against discrimination in the sale or rental of housing set forth in Section 3 shall apply to:

(a) All dwellings except as exempted by subsection (b).

(b) Nothing in Section 4 shall apply to:

(1) Any single-family house sold or rented by an owner: Provided, that such private individual owner does not own more than three such single-family houses at any one time; Provided further, that in the case of the sale of any such single-family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four month period; Provided further, that such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title or any right to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time; Provided further, that the sale or rental of any such single-family house shall be expected form the application of this title only if such house is sold or rented (A) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesman, or of such facilities or services of any person in the business of selling or renting dwelling, or of any employee or agent of any such broker, agent salesman, or person and (B) without the publication, posting or mailing, after notice of any advertisement or written notice in violation of Section 4(c) of this policy, but nothing in this proviso shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title, or

(2) rooms of units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

(c) For the purposes of subsection (b), a person shall be deemed to be in the business of selling or renting dwellings if:

(1) he has, within the preceding twelve months, participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein, or

(2) he has, within the preceding twelve months, participated as agent, other than in the sale of his own personal residence in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein, or

(3) he is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.

Section 4. DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING

As made applicable by Section 3 and except as exempted by Sections 3(b) and 7, it shall be unlawful:

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable to deny, a dwelling to any person because of race, color, religion, sex national origin, familial status or handicapped status.

(b) To discriminate against any person in terms, conditions or privileges or sale or renal of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, national origin, familial status or handicapped status.

(c) To make, print or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, national origin, familial status or handicapped status, or an intention to make any such preference, limitation or discrimination.

(d) To represent to any person because of race, color, religion, sex, national origin, familial status or handicapped status that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

Section 5. DISCRIMINATION IN THE FINANCING OF HOUSING

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate against him in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of race, color, religion or national origin of such person or of any person associated with him in connection with such loan or other financial assistance or the purpose of such loan or other financial assistance, or of the present or prospective owners, lessees, tenants, or occupants of the dwelling or dwelling in relation to which such loan or other financial assistance is to be made or given; Provided, that nothing contained in this section shall impair the scope or effectiveness of the exception contained in Section 3(b).

Section 6. DISCRIMINATION IN THE PROVISION OF BROKERAGE SERVICES

It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against hi in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, national origin, familial status or handicapped status.

Section 7. EXEMPTION

Nothing in this policy shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to persons, unless membership in such religion is restricted on account of race, color, or national origin. Nor shall anything in this policy prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental of occupancy of such lodgings to its members of from giving preference to its members.

Section 8. ADMINISTRATION

(a) The authority and responsibility for administering this Act shall be in the office of the Nelson County Judge/Executive.

(b) The Judge/Executive may delegate any of these functions, duties, and powers to employees of the county or to boards of such employees, including functions, duties, and powers with respect to investigating, conciliating, hearing, determining, ordering, certifying, reporting and otherwise acting as to any work, business, or matter under this policy. The Judge/Executive shall by rule prescribe such rights of appeal from the decisions of his hearing examiners to other hearing examiners or to other officers in the County, to boards of officers or to himself, as shall be appropriate and in accordance with the law.

(c) All executive departments and agencies shall administer their programs and activities relating to housing and urban development in a manner affirmatively to further the purpose of this policy and shall cooperate with the Judge/Executive to further such purposes.

Section 9. EDUCATION AND CONCILIATION

Immediately after the enactment of this policy, the Judge/Executive shall commence such educational and conciliatory activities as will further the purposes of this policy. He shall call conferences of persons in the housing industry and other interested parties to acquaint them with the provisions of this policy and his suggested means of implementing it, and shall endeavor with their advice to work out programs of voluntary compliance and of enforcement.

Section 10. ENFORCEMENT

(a) Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereafter "person aggrieved") may file a complaint with

the Judge/Executive. Complaints shall be in writing and shall contain such information and be in such form as the Judge/Executive requires. Upon receipt of such a complaint, the Judge/Executive shall furnish a copy of the same to the person or persons who allegedly committed or about to commit the alleged discriminatory housing practice. Within thirty days after receiving a complaint, or within thirty days after the expiration of any period of reference under subsection (c), the Judge/Executive shall investigate the complaint and give notice in writing to the person aggrieved whether he intends to resolve it. If the Judge/Eecutive decides to resolve the complaints, he shall proceed to try to eliminate or correct the alleged discriminatory housing practice by informal methods of conference, conciliation, and persuasion. Nothing said or done in the course of such informal endeavors may be made public of used as evidence in a subsequent proceeding under this policy without the written consent of the persons concerned. Any employee of the County Judge/Executive who shall make public any information in violation of this provision shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than $1,000 or imprisoned not more than one year.

(b) A complaint under subsection (a) shall be filed within one hundred and eighty days after the alleged discriminatory housing practice occurred. Complaints shall be in writing and shall state the facts upon which the allegations of a discriminatory housing practice are based. Complaints may be reasonably and fairly amended at any time. A respondent may file and answer to the complaint against him and with the leave of the Judge/Executive, which shall be granted whenever it would be reasonable and fair to do so, may amend his answer at any time. Both complaints and answers shall be verified.

(c) If within thirty days after a complaint is filed with the Judge/Executive, the Judge/Executive has been unable to obtain voluntary compliance with this policy, the person aggrieved may, within thirty days thereafter, file a complaint with the Secretary of the Department of Housing and Urban Development. The County Judge/Executive will assist in this filing.

(d) If the Judge/Executive has been unable to obtain voluntary compliance within thirty days of the complaint, the person aggrieved may, within thirty days hereafter commence a civil action in any appropriate court, against the respondent named in the complaint, to enforce the rights granted or protected by this policy, insofar as such rights relate to the subject of the complaint. If the court finds that a discriminatory housing practice has occurred or is about to occur, the court may enjoin the respondent from engaging in such practice or order such affirmative action as may be appropriate.

(e) In any proceeding brought pursuant to this section, the burden of proof shall be on the complainant.

(f) Whenever an action filed by an individual shall come to trial, the County Judge/Executive shall immediately terminate all efforts to obtain voluntary compliance.

Section 11. INVESTIGATIONS: SUBPOENA - GIVING OF EVIDENCE

(a) In conducting an investigation the Judge/Executive shall have access at all reasonable times to premises, records, documents, individuals, and other evidence or possible sources of evidence and may examine, record, and copy such materials and take and record the testimony or statements of such persons as are reasonably necessary for the furtherance of the investigation; Provided, however, That the Judge/Executive first complies with the provisions of the Fourth Amendment relating to unreasonable searches and seizures. The Judge/Executive may issue subpoenas to compel his access to or the production of such materials, or the appearance of such persons, and may issue interrogatories to a respondent, to the same extent and subject to the same limitations as would apply if the subpoenas or interrogatories were issued or served in aid of civil action in the United States district court of the district in which the investigation is taking place. The County Judge/Eecutive may administer oaths.

(b) Upon written application to the Judge/Executive, a respondent shall be entitled to the issuance of a reasonable number of subpoenas by and in the name of the County Judge/Executive to the same extent and subject to that same limitations as subpoenas issued by the Judge/Executive himself. Subpoenas issued at the request of a respondent shall show on their face the name and address of such respondent and shall state that they were issued at his request.

(c) Witnesses summoned by subpoena of the Judge/Executive shall be entitled to the same witness and mileage fees as are witnesses in proceeding in United States district courts. Fees payable to a witness summoned by a subpoena issued at the request of a respondent shall by paid by him.

(d) Within five days after service of a subpoena upon any person, such person may petition the Judge/Executive to revoke or modify the subpoena. The County Judge/Executive shall grant the petition if he finds that the subpoena requires

appearance or attendance at an unreasonable time or place, that it requires production of evidence which does not relate to any matter under investigation, that it does not describe with sufficient particularity the evidence to be produced, that compliance would be unduly onerous, or for other good reason.

(e) In case of contumacy or refusal to obey subpoena, the Judge/Executive or other person at whose request it was issued may petition for its enforcement in the Municipal or State court for the district in which the person to whom the subpoena was addressed resides, was served or transacts business.

(f) Any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents or other evidence, if in his power to do so, in obedience to the subpoena or lawful order of the County Judge/Eecutive shall be fined not more than $1,000 or imprisoned not more than one year, or both. Any person who, with intent thereby to mislead the County Judge/Executive, shall make or cause to be made any false entry or statement of fact in any report, account, record, or other document submitted to the Judge/Executive pursuant to his subpoena or other order, or shall willfully neglect or fail to make or cause to be made full, true and correct entries in such reports, accounts, records, or other documents, or shall willfully mutilate, alter, or by any other means falsify any documentary evidence, shall be fined not more than $1,000 or imprisoned not more than one year, or both.

(g) The County attorney shall conduct all litigation in which the County Judge/Executive participates as a part of as amicus pursuant to his policy.

Section 12. ENFORCEMENT BY PRIVATE PERSONS

(a) The rights granted by Sections 3, 4, 5 and 6 may be enforced by civil actions in state or local courts of general jurisdiction. A civil action shall by commenced within one hundred and eighty days after the alleged. discriminatory housing practice occurred: Provided, however, That the court shall continue such civil case brought pursuant to this section or Section 10(d) from time to time before bringing it to trial if the court believes that the conciliation efforts of the Judge/Executive are likely to result in satisfactory settlement of the discriminatory housing practice complained or in the complaint made to the Judge/Executive and which practice forms the basis for the action in court: And provided, however, That any sale, encumbrance, or renal consummated prior to the issuance of any court order issued under the authority of this policy, and involving a bona fide purchaser, encumbrancer, or tenant without actual notice of the existence of the filing of a complaint or civil action under the provisions of this policy shall not be affected.

(b) The court may grant as relief, as it deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, and may award to the plaintiff actual damages and not more than $1,000 punitive damages, together with court costs and reasonable attorney fees in the case of a prevailing plaintiff; Provided, That the said plaintiff in the opinion of the court is not financially able to assume said attorney's fees.

Section 13. INTERFERENCE, COERCION OR INTIMIDATION

It shall be unlawful to coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise of enjoyment of, any right granted or protected by Sections 3, 4, 5 or 6. This section may be enforced by appropriate civil action.

Section 14. SEPARABILITY OF PROVISIONS

Whoever, whether or not acting under color of law, by force or threat of force willfully injures, intimidates or interferes with, or attempts to injure, intimidate or interfere with:

(a) any person because of his race, color, religion, sex, national origin, familial status or handicapped status, and because he is or has been selling, purchasing, renting, financing, occupying, or contracting or negotiating for the sale, purchase, rental financing or occupation of any dwelling, or applying or participating in any service, organization, of facility relating to the business of selling or renting dwellings; or

(b) any person because he is or has been, or in order to intimidate such person or any other person or any class of persons from:

(1) participating, without discrimination on account of race, color, religion, sex national origin, familial status or handicapped status in any of the activities, services, organization or facilities described in subsection 15(a); or

(2) affording another person or class of persons opportunity of protection so to participate; or

(c) any citizen because he is or has been, or in order to discourage such citizen or any other citizen from lawfully aiding or encouraging other persons to participate, without discrimination on account of race, color, religion or national origin, in any of the activities, services, organizations or facilities described in subsection 15(a), or participating lawfully in speech or peaceful assemble opposing any denial of the opportunity to so participate shall be fined no more than $1,000 or imprisoned not more than one year, or both; and if bodily injury results shall be fined not more than $10,000, or imprisoned not more than 10 years, or both; and if death results shall be subjected to imprisonment for any term of years or for life.

GRIEVANCE PROCEDURE FOR COMPLAINTS RELATING TO SUSPECTED ALLEGATIONS OF DISCRIMINATION ON THE BASIS OF HANDICAPPED STATUS IN NELSON COUNTY, KENTUCKY

Any person who believes that he/she has been subjected to discrimination as prohibited by Section 504 of the Rehabilitation Act of 1973 and pursuant regulations at 24 CFR Part 8 published in the Federal Register on June 2, 1988, may personally or by a representative, file a complaint with the County Judge/Executive, of Nelson County, Kentucky. A person who has not personally been subjected to discrimination may also file a complaint.

When any person who believes he/she has been adversely affected by an act or decision by Nelson County, Kentucky, and that such act or decision was based on handicapped status, he/she will have the right to process a complaint or grievance in accordance with the following procedure.

Step One: An aggrieved person must submit a written statement to the Nelson County Judge/Executive setting forth the nature of the discrimination alleged and facts upon which the allegation is based.

Step Two: The Nelson County Judge/Executive shall contact the complainant no later than fifteen (15) days after receiving the written statement to establish an informal meeting with the objective of resolving the matter informally. However, in no case shall the informal meeting be conducted sooner than five (5) days or more than forty-five (45) days after receiving the written statement.

There shall be prepared a written documentary of the discussions at the informal meeting, which shall be preserved in the records of Nelson County Fiscal Court.

Step Three: Within fifteen (15) days of the informal meeting, if no decision has been made by the Nelson County Judge/Executive, or the decision of the County Judge/Executive does not satisfy the complainant, he/she may request a hearing with the Nelson County Fiscal Court by submitting a written request to the Judge/Executive.

Step Four: In thus discussing the grievance, the complainant may designate any person of his/her choice to appear with him/her and participate in the discussion. The Nelson County Fiscal Court shall require the Judge/Executive to participate in the discussion of the grievance, when it is brought before the Nelson County Fiscal Court. The Nelson County Fiscal Court shall issue a written decision on the matter within fifteen (15) days, and the decision shall be the final procedure for the complainant at the local level.

There shall be prepared a written documentary of the discussion at the hearing, which shall be preserved in the records of Nelson County Fiscal Court, Nelson County, Kentucky.

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SENIOR CITIZENS BUILDING RENOVATION SCHEDULE

Following schedule re Senior Citizen Building renovation was presented by Brad Spalding:

➢Advertisement for Bid	July 20 & 24, 2011
➢Pre-Bid Conference	July 27th, 2011
➢Bid Opening	August 9, 2011
➢Notice to Proceed Approximately	September 5, 2011
➢Time to Complete Project	March 2012

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DISCUSSION

**Keith Metcalfe brought up complaints from constituents regarding coupon fliers being thrown into yards. Standard rep will be invited to meeting.

**Problem with unkempt or burned out houses and their effect on adjoining property values was brought up.

**Property owners who have found themselves included in the new flood plain designation are now faced with issues related to insurance and property value. They are asking what their recourse might be.

*** ***** ***

On motion of Bernard Ice, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the July 19 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A. FILIATREAU, NELSON COUNTY CLERK