



# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 393

<p>Patrons Home Center Quick Care Oil Lube Express S &amp; R Supply Salt River SecureNet Sheriff Simplex Grinnell Smith, Karen Speedway Springfield Laundry Springfield Laundry Springfield Laundry Springfield Laundry Springfield Laundry Springfield Laundry Studio Kremer Architects Taylor Battery Company Inc U S Postal Service Vortech Wimsett, Keith Total 01 General Fund</p>	<p>Lock set, bulbs, bathroom repairs Oil changes Thermostat wire Underground service fee Security system - Humane Society Summons, transport, attend fiscal court Annual agreement - fire alarm system June 2011 Fuel Mats Mats Mats Mats Mats Mats Construction documents Battery Annual PO Box fee Fatal plus powder Lawn mower - solenoid, ignition</p>	<p>5415329 · Building Contract Services 5105340 · Vehicle maintenance 5090427 · Supplies 5405715 · Fairgrounds Improvements 5205329 · Main Contracts 5015199 · Sheriff Fees Payable 5081329 · Justice Center Main Contracts 5415329 · Building Contract Services 5105429 · Gas 5080411 · Courthouse Custodial Supplies 5081411 · Justice Center Custodial Supply 5085411 · Custodial Supplies 5105411 · Custodial Supplies 5205411 · Building Custodial Supplies 5415411 · Building Custodial Supplies 5305741 · Social Services Complex 5340427 · Comm Svc Supplies 5001445 · CJE Office supplies 5205427 · Animal feed &amp; supplies 5340427 · Comm Svc Supplies</p>	<p>213 32 59 90 47 50 175 00 39 95 3,179 53 572 00 850 00 2,639 51 31 50 486 00 85 00 102 00 42 00 15 50 6,418 91 35 22 180 00 273 79 176 16</p> <hr style="width: 100%;"/> <p>60 680 91</p>
<p><b>02 Road Fund</b> Airgas Mid America American Tire Buzick Buzick Buzick Cintas Fastenal GBA Gilkeys Ditch Witch Service Gordon Foods Hamilton Excavating Johnson Chimney Sweep Keystops Keystops Kroger Ky Trans Cabinet Lasco Lasco Lawson Products Mackin's Wrecker Mago Construction Patrons Home Center Quality Auto Glass Safety Kleen-Road Saf-ti-Co Sublet Contractors Taylor Battery Company Inc Truck Parts &amp; Service Truck Parts &amp; Service Wimsett, Keith Total 02 Road Fund</p>	<p>Oxygen, acetylene Backhoe trailer, shop tires Concrete mix Howardstown, Pinehurst, Iron Creek, Gonza Clark Washers Uniforms Rear end bolts - gradall Ink cartridges, paper Hoe ram work - St Thomas Rd, Old Stonehouse Rd Coffee 7 loads - dirt Pressure washing - Nelson Co Road Department Fuel Mystik Hi-temp Sugar, creamer Hwy 150/Parkway Drive - Traffic Signal Filters Truck 304, 120G, Backhoe trailer Sealant, socket set Tow JD mower US 150/Parkway Drive Shovel Gradall Parts wash service Sign post caps Metal for rock/sand screen Batteries- D7 Dozer Ratchet straps, windshield solvent, paint Truck 303, Gradall Auger, 416B, 120G, CAT 433</p>	<p>6105427 · Garage supplies 6105479 · Tires 6105427 · Garage supplies 6105457 · Bridge &amp; Culvert Materials 6105469 · Signs &amp; Posts 6105481 · Uniforms 6105443 · Parts 6103445 · Office Supplies 6105457 · Bridge &amp; Culvert Materials 6105427 · Garage supplies 6105431 · Fences &amp; ROW 6103329 · Building Main Contracts 6105429 · Fuel 6105439 · Lubricants 6105427 · Garage supplies 311 08 · State Highway Projects 6105427 · Garage supplies 6105443 · Parts 6105427 · Garage supplies 6105336 · Equipment repairs 311 08 · State Highway Projects 6105475 · Tools 6105443 · Parts 6105427 · Garage supplies 6105469 · Signs &amp; Posts 6105427 · Garage supplies 6105443 · Parts 6105427 · Garage supplies 6105443 · Parts 6105443 · Parts</p>	<p>109 96 1,968 26 18 45 1,007 64 6 39 775 20 96 07 581 37 1,400 00 103 90 105 00 400 00 14,865 98 149 75 45 87 15,047 11 229 43 656 48 160 44 100 00 7,154 49 19 99 15 00 154 00 450 00 184 69 235 85 288 23 77 15 582 53</p> <hr style="width: 100%;"/> <p>46,989 23</p>
<p><b>03 Jail Fund</b> Bardstown Ambulatory Bob Barker Bob Barker Buzick Clems Coca Cola Dean Milk Diamond Pharmacy Services EZ Dispensers Inc EZ Dispensers Inc Flaget Memorial Hospital Flowers Baking Co Flowers Baking Co Gordon Foods Gordon Foods Gordon Foods Gordon Foods Leo Talbott &amp; Son, Inc. Maxima Supply Medica Patrons Home Center Patrons Home Center PlumbMaster Inc Quill Corporation Securus US Foodservice US Foodservice US Foodservice US Foodservice Total 03 Jail Fund</p>	<p>Inmate medical Inventory purchases Prisoner hygiene Filters Food Inventory purchases Milk Inmate medical Gloves, trash bags Beverages Inmate medical Bread Inventory purchases Cleaning supplies Kitchen supplies Food Canteen purchases Mixing valve Inventory purchases Inmate medical Reflector Bulbs, drain opener, couplings Floor emulsifier, sealer, finish Line flush spray File folders, toner, paper Phone cards Cleaning supplies Kitchen supplies Food Inmate medical</p>	<p>5101549 Routine Medical 5101428 Canteen Inventory 5101453 Prisoner Hygiene 5101329 Building Main Contracts 5101425 Food 5101428 Canteen Inventory 5101425 Food 5101549 Routine Medical 5101411 Custodial Supplies 5101425 Food 5101549 Routine Medical 5101425 Food 5101428 Canteen Inventory 5101329 Building Main Contracts 5101428 Canteen Inventory 5101549 Routine Medical 5101329 Building Main Contracts 5101411 Custodial Supplies 5101411 Custodial Supplies 5101445 Office Supplies 5101428 Canteen Inventory 5101411 Custodial Supplies 5101423 Food Prep &amp; Serving Supplies 5101425 Food 5101428 Canteen Inventory 5101329 Building Main Contracts 5101428 Canteen Inventory 5101549 Routine Medical 5101329 Building Main Contracts 5101411 Custodial Supplies 5101411 Custodial Supplies 5101445 Office Supplies 5101428 Canteen Inventory 5101411 Custodial Supplies 5101423 Food Prep &amp; Serving Supplies 5101425 Food 5101549 Routine Medical</p>	<p>3,227 45 621 24 176 08 48 21 1,340 78 376 25 1,318 00 1,502 48 94 80 420 00 3,971 81 351 70 52 00 1,497 63 90 34 3,925 03 880 02 85 00 1,588 62 162 09 55 54 344 98 46 05 573 32 3,251 20 899 66 143 55 4,441 80 63 34</p> <hr style="width: 100%;"/> <p>31,548 97</p>

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 394

**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
<b>Total 04 LGEA Fund</b>			<b>10,262.87</b>

**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
<b>Total 09 Ambulance Fund</b>			<b>17,744.26</b>

**Total**

**\$ 167,226.24**

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

Name	Memo	Account	Amount
<b>13 Solid Waste Fund</b>			
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
<b>Total 13 Solid Waste Fund</b>			<b>34,941.11</b>
<b>15 Landfill Fund</b>			
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

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 395

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
<b>23 Occupational Tax Fund</b>			
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
<b>97 PIC</b>			
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
 <b>Total</b>			<b>\$72,458.36</b>

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

Fund/Vendor	Description	Account	Amount
<i><u>Road Fund</u></i>			
Contech Construction Products	Pipe	6105457 · Bridge & Culvert Materials	\$ 8,416.14
	Less Discount		(42.08)
KY Concrete	Halsy Wood Loop	6105457 · Bridge & Culvert Materials	163.00
	Less Discount		(2.00)
<i><u>Solid Waste Fund</u></i>			
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
<i><u>Landfill Fund</u></i>			
General Fund	FY 12 Appropriation	4909 01 · Transfers to General Fund	200,000.00
<i><u>OLF Fund</u></i>			
General Fund	FY 12 Appropriation	4909 01 · Transfers to General Fund	102,400.00
 <b>TOTAL PAID BILLS</b>			<b>\$ 410,935.06</b>

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

**Additional Bills for Court Approval**

Name	Memo	Account	Amount
<b>01 General Fund</b>			
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/Aug 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
<b>03 Jail</b>			
U S Postal Service	Postage	5101428 · Canteen Inventory	1,320.00
Total 03 Jail Fund			1,320.00
<b>15 Landfill Fund</b>			
AmCon Environmental	Cover	5210446 · Cover Material	2,285.00
Wayne Supply	Compactor, dozer	5210443 · Parts	1,803.08
Total 15 Landfill Fund			4,088.08
 <b>Total</b>			<b>\$ 11,031.12</b>

**Additional Paid Bills for Court Approval**

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

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 396

## 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<sup>SM</sup>), 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;

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 397

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;

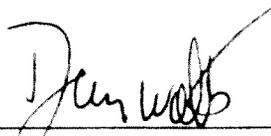
NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF NELSON COUNTY, AS FOLLOWS:

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.

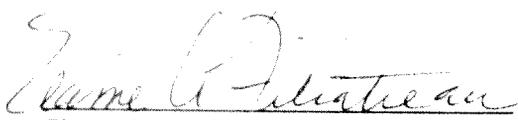
Section 2. All formal actions relating to the adoption of this Resolution were taken in open meetings of the Fiscal Court of Nelson County, and all deliberations of the Fiscal Court of Nelson County which resulted in formal action, were taken in meetings open to the public, in full compliance with all 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 19<sup>th</sup> 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

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 398

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.

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#### 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
<b>TOTAL</b>	<b>436</b>	<b>92</b>	<b>528</b>	<b>5963</b>	<b>\$ 319,207.40</b>	<b>\$ 3,207,605.85</b>	<b>\$ 537.92</b>
<b>Average Per Day</b>	<b>14.5</b>	<b>3.0</b>	<b>17.6</b>	<b>16.3</b>	<b>\$ 10,640.25</b>	<b>\$ 8,787.96</b>	<b>\$ 1,714,514.00</b>
<b>Collections (YTD)</b>						<b>\$ 287.53</b>	
<b>Collection Per Run</b>						<b>\$ 338.60</b>	
<b>Cost Per Run</b>						<b>\$ (51.07)</b>	
<b>Difference</b>							

Previous Year 2010	Totals	478	6165	\$ 266,350.00	\$ 3,175,179.00
<b>Previous Year Difference</b>		50	-202	\$ 52,857.40	\$ 32,426.85
Previous Year 2009	Totals	560	5784	\$ 295,419.00	\$ 3,119,699.00
<b>Difference From Current Year</b>		-32	179	\$ 23,788.40	\$ 87,906.85
Previous Year 2008	Totals	437	5708	\$ 254,536.00	\$ 3,029,955.00
<b>Difference From Current Year</b>		91	255	\$ 64,671.40	\$ 177,650.85
Previous Year 2007	Totals	455	5571	\$ 211,555.00	\$ 2,817,489.00
<b>Difference From Current Year</b>		-73	392	\$ 107,652.40	\$ 390,116.85

Monthly Summary  
June 11

June 2011

	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	Diesel Fuel Cost:	Gasoline Fuel Cost:
													\$3.98	\$3.85
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		
<b>Total All</b>			2375	7862.2	15588	7725.8	22607.8	9.5	7019.8	\$9,448.98	\$3,211.09	\$3,270.75		

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 399

**\*\*JAIL**

Regular jail report was presented by Jailer Dorcas Figg:

JUNE DAILY AVERAGE

NELSON COUNTY JAIL						
	Total	Hardin Co	HIP	State	W-End	In House
JULY						
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

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

NEW ARREST AND RELEASES F/ JUNE 2011

	MALE	FEMALE	TOTAL
ARRIVALS	167	49	216
RELEASES	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

	MALE	FEMALE	TOTAL
ARRIVALS	2143	667	2810
RELEASES	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:

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELOSN FISCAL COURT

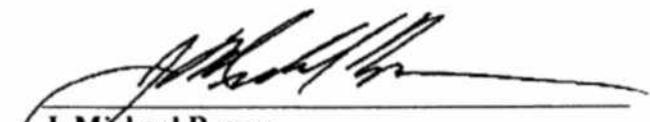
Book 35  
Page 400

<b>KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET</b> <b>Grants Management Branch</b>	<b>STATEMENT OF ACTION GRANT AWARD</b>
<b>Grant No:</b> 2011-JAG-Nelson Cou-00859 <b>Subgrantee:</b> Nelson County Jail <b>Project Title:</b> Nelson County Detention Center Surveillance System Project <b>Grant Period:</b> 07/01/2011 – 09/30/2011 <b>Date of Award:</b> July 1, 2011	<b>BUDGET</b> <b>Federal Funds Awarded:</b> \$29,752.00 <b>Matching Contribution Provided By:</b> <div style="margin-left: 40px;"> <b>Subgrantee:</b> \$ 9,918.00   <b>Total:</b> \$39,670.00                 </div>

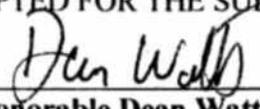
In Accordance with the provisions of the Anti-Drug Abuse Act of 1986, Public Law 99-570, as amended and on the basis of the federally approved application and budget, the Kentucky Justice and Public Safety Cabinet does hereby offer this grant award in the amount and for the time specified above.

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:

  
 \_\_\_\_\_  
**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

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 401

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

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 402

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](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 subrecipient 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](http://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

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 403

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](mailto: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](http://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 GMD, 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



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 405

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:

Road Name	Data Inspected/Comments	Funding source	Location to be Paved	LF ft.	width ft.	cul-de-sac	depth in	Patching/Wedging	material	tons (11ton/ev)	cost/ton	Total County Funds FY 2010/2011	Total KYDOT Funds	Other Roads	Comments		
Plum Run Road		complete-2008 complete-2009 complete-2010 County 2011 complete-2009 complete-2010 ???	Stoner Road to 7000 LF (strip)	7000	16		1.25	0.05		888.33	\$77.28	Done 2008			10/10/08		
			7000 LF to Irish Ridge	4800	16		1.25	0.06		877.50	\$66.00	Done 2008			09/17/09		
			Irish Ridge to Chester Hahn	8200	16		1.25	0.05		987.33	\$66.00	Done 2010			09/24/10		
			Chester Hahn to Wilkinson Road	8500	16		1.25	0.05	Priority # 1	1065.17	\$66.00	\$72,431.33					
			Wilkinson Road to Asp Joint of 2007 (MB7627)	1700	16		1.25	0.05		218.17	\$66.00	Done 2009			09/15/09		
			US31E new Asp joint to Murrays Run Road	4870	22		1.25	0.05		784.82	\$66.00	Done 2010			05/12/10		
			Chester Hahn to Wilkinson Road	1900	16		1.25	0.05		156.99	\$66.00			\$10,804.44			
Green Chapel Road	County funds & County funds &	KYRS-Flex KYRS-639 complete-2010 complete-2009	US 62 to Timber Creek Road	5840	18		1.25	0	Priority # 3	775.50	\$66.00	\$12,734.00	\$40,000.00		\$40 K by KYRS-2011		
			Timber Creek to Cokerman Lane	8300	17.5		1.25	0	Priority # 4	1109.55	\$66.00	\$35,449.31	\$40,000.00		\$40 K by KYRS-2011		
Timber Creek Road			Cokerman Lane to Weidridge	2800	17.5		1.25	0	Priority # 2	374.31	\$66.00	Done 2010					
			Weidridge to Van Buren/Highview Church	2800	17		1.25	0	Priority # 1	337.64	\$66.00	Done 2009					
Timber Creek Road			Green Chapel road to new Asphalt joint	2800	15		1.25	0		297.92	\$66.00			\$20,258.33			
Wilkinson Road			Plum Run Road to Murrays Run Road	7780	16		1.25		surface	950.89	\$66.00			\$64,880.44	has been patched worse than remain of Plum Run		
Dugan Lane	12/29/10 overlay NOT good		US 62 to KY 192	9200	15		1.25		surface	1054.17	\$66.00			\$71,883.33	not too bad wait - 2 years		
			Paved in FY 07/08 (KY 65 to 8250 LF)	8150	15		1.25		surface	847.92	\$66.00	Done 2007					
Yates Cooney Neck (total Length= 2950)		field measured FY10/11 inspect 08/19/10 - Remainder good shade-paved in year 2002	From Asphalt joint 2007 to 7400 LF paved	7400	15		1.25		surface	607.29	\$66.00	Done 2009					
			Asphalt joint 2009 for 5900 LF	5900	15		1.25		surface	806.97	\$66.00	Done 2010					
Simpson Creek Road			Remainder Sections: Inspected 08/19/10 - Remainder good shade-paved in year 2002	2550	16		1.25		surface	311.87	\$66.00	\$54,853.33	\$21,193.33		paved in year 2002		
			City of Bloomfield Line to Stevens Lane (per LTAD) 08/28-1400 LF to Present View=508	8050	14		1.25		surface	647.01	\$66.00	\$43,998.94					
Glenview Drive		wait 1 year-max needs overlay	US 62 to End at Cul-de-sac	2880	22	2	1.25	0		544.00	\$66.00			\$38,992.00			
			Glenview Drive to End	1250	22	1	1.25			240.07	\$66.00			\$16,324.72			
Murrays Run Road			Plum Run Road to MB 1711 (Bridge at Cox Crk)	9000	19		1.25		Priority # 1	1308.25	\$66.00			\$68,825.00			
			MB 1711 (Bridge at Cox Crk) to Hobbs Lane	8100	16		1.25		Priority # 2	838.75	\$66.00			\$57,035.00			
			Hobbs Lane to 8600 LF (MB 77) (MB 77) 8600 LF to KY 48	9600	17		1.25		Priority # 4	1118.81	\$66.00			\$75,842.78			
Broadway - Chaplin		overlay needed bad		13000	17		1.25		Priority # 3	1688.19	\$66.00			\$114,797.22			
				1500	17		1.25			194.79	\$66.00			\$13,245.83			
								surface	0.00	\$0.00		\$0.00					
Tot: Tons 18419.59												\$120,814.64	\$80,000.00	\$890,612.72			
												County FY 2010 \$120,000	KYDOT RB \$80,000			allowed \$200,000	
												Total \$890,612.72					

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# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 406

## 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

  
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.

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 407

(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 from 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 rental 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.

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 408

(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 or 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

# Fiscal Court Orders

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/Executive 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 or 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/Executive 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 be 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

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 410

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/Executive 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 be 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 rental 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

# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
page 411

(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 27 <sup>th</sup> , 2011
➤ Bid Opening	August 9, 2011
➤ Notice to Proceed Approximately	September 5, 2011
➤ Time to Complete Project	March 2012

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# Fiscal Court Orders

July 19, 2011  
REGULAR SESSION OF NELSON FISCAL COURT

Book 35  
Page 412

## 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.

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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.

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DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

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ELAINE A. FILIATREAU, NELSON COUNTY CLERK