

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 38

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.

BILLS

On motion of Bernard Ice, second of Keith Metcalfe, 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
February 21, 2012**

Name	Memo	Account	Amount
01 General Fund			
American Tire	SO 21 41 48	5105479 Tires	\$ 1,122.30
Aqua Treat	Monthly treatment	5415329 Building Contract Services	176.00
Bardstown Ambulatory	Random testing	9400547 Employee Medical/WC Claims	155.00
Becky's Vac Shop	Vacuum belts	5115329 Building Main Contracts	7.96
Bluegrass Uniforms Inc.	Uniforms- Snow	5105481 Uniforms	8.99
BNC Chamber	Annual membership	9100551 Memberships	3,000.00
City of Bardstown	2011 Share of expenses	5071314 Ethics Board Allocation	526.11
City of Bardstown	Voluntary Action Vouchers	5301515 Vol Action General Assistance	290.00
Coulter's Towing	SO 24 42 44	5105369 Towing Services	255.00
Danville Office	Purchase orders, toner, paper, folders, stamp	5001445 CJE Office supplies	299.00
Danville Office	Printer cartridges, envelopes	5040445 Treasurer Office Supplies	112.43
Danville Office	Compliance cert, paper, business cards	5115445 Office Supplies	301.07
Franklin Family Chevrolet	Pool car	5105340 Vehicle maintenance	427.93
Hall, Thomas	Legal services	5310332 Public Defender Contract	335.00
Kimball Midwest	Anti-seize, pry bar	5090427 Supplies	105.22
Ky Bldg Inspectors	Building Inspector Certification- Logan	5115551 Dues & Certifications	50.00
Ky Home Electronics	Basement renovation	5085741 Sutherland Bldg renovation	73.44
KY Veterinary Board	Euthanasia License Renewal - Fulkerson	5205551 Dues & Licenses	50.00
KY Veterinary Board	Euthanasia License Renewal - Animal Shelter	5205551 Dues & Licenses	50.00
Landmark Community Newspapers	Requests for proposals, bids, surplus equip	9100539 Advertising & Legal Notices	302.71
Mattingly, Joe	Contracted services 100111-033112	5145548 Central Dispatch LOC Projects	2,250.00
McMichael Construction Co Inc	Fairground Canopy Project - draw #4 (final)	5405715 Fairgrounds Improvements	15,000.40
Northside Funeral Home	Coroner transports	5020308 Autopsy & Services	400.00
Office Max	Paper	5115445 Office Supplies	49.48
Oracle Elevator Co	Elevator repairs	5080329 Courthouse Main Contracts	375.75
Quick Care Oil Lube Express	SO 38 oil change	5105340 Vehicle maintenance	34.95
RCS	Replace speaker driver at Nelson Co High	5135336 Equipment Repairs	700.00
SecureNet	Security system - Humane Society	5205329 Main Contracts	39.95
Simplex Grinnell	Annual fire extinguisher inspection	5305329 Bldg Main Contracts	127.00
Speedway	Fuel	5105429 Gas	1,753.74
Springfield Laundry	Mats	5080411 Courthouse Custodial Supplies	39.00
Springfield Laundry	Mats	5081411 Justice Center Custodial Supply	498.00
Springfield Laundry	Mats	5085411 Custodial Supplies	85.00
Springfield Laundry	Mats	5105411 Custodial Supplies	104.00
Springfield Laundry	Mats	5205411 Building Custodial Supplies	52.50
Springfield Laundry	Mats	5415411 Building Custodial Supplies	19.00
TnStar	Cafeteria plan administration - Feb	9100301 Payroll Processing	187.00
Total 01 General Fund			29,363.93
02 Road Fund			
All State Truck Sales	306	6105443 Parts	116.82
American Tire	Gradall, front end loader, shop tires	6105479 Tires	4,898.68
Bardstown Ambulatory	Random testing	9400547 Employee Medical/WC Claims	60.00
Bardstown Auto Wrecker	S10	6105443 Parts	100.00
Cintas	Uniforms	6105481 Uniforms	768.97
Econo Signs LLC	Street signs, brackets, straps	6105469 Signs & Posts	805.89
Fastenal	Cotter pins	6105443 Parts	1.09
Fisher Auto	Headlight	6105427 Garage supplies	19.96
Franklin Family Chevrolet	Fuel truck - air bag sensor	6105443 Parts	99.92
GBA	Staples, pens, copies	6103445 Office Supplies	42.55
Joe Hill's	Chainsaw maint, parts	6105443 Parts	128.92
Keystops	Fuel	6105429 Fuel	15,517.28
Kimball Midwest	Garage supplies	6105427 Garage supplies	152.84
Kroger	Sugar, creamer	6105427 Garage supplies	55.01
Lasco	Trucks 303 306	6105336 Equipment repairs	3,014.40
Lasco	Filters	6105427 Garage supplies	119.19
Poynter, Darnell	Boot allowance	6105481 Uniforms	75.00
Southeastern Equipment	Gradall	6105443 Parts	145.12
Total 02 Road Fund			26,121.64
03 Jail Fund			
Bardstown Dermatology	Inmate medical	5101549 Routine Medical	154.00
Bluegrass Uniforms	Uniforms	5101481 Staff Uniforms	134.24
CDA Inc.	Electronic Monitors	5101314 Contracts with Other Counties	816.00

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 39

Clems	Food	5101425 · Food	2,163.78
Coca Cola	Inventory purchases	5101428 · Canteen Inventory	182.00
Duncan Septic Service	Clean grease traps	5101329 · Building Main Contracts	250.00
Flowers Baking Co	Bread	5101425 · Food	362.36
Gordon Foods	Dishmachine lease	5101336 · Equipment Repairs	85.00
Gordon Foods	Dishmachine lease	5101336 · Equipment Repairs	85.00
Gordon Foods	Cleaning supplies	5101411 · Custodial Supplies	2,156.68
Gordon Foods	Kitchen supplies	5101423 · Food Prep & Serving Supplies	369.63
Gordon Foods	Food	5101425 · Food	5,744.29
Gordon Foods	Canteen purchases	5101428 · Canteen Inventory	403.89
Gordon Foods	Testing supplies	5101549 · Routine Medical	62.33
H&R Jetting & Camera Service LLC	Water jetting for plumbing lines	5101329 · Building Main Contracts	650.00
IHS Pharmacy	Inmate medical	5101549 · Routine Medical	244.06
Interstate Security Systems	Replaced heat detector	5101329 · Building Main Contracts	290.00
KY Cavern Water	Water	5101445 · Office Supplies	20.93
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,258.96
Medica	Inmate medical	5101549 · Routine Medical	251.81
MP Biomedics	Inmate medical	5101549 · Routine Medical	310.52
Total 03 Jail Fund			15,995.48
04 LGEA Fund			
Cedar Creek Quarry LLC	Bianton Ford Road, Caney Fork, Depot Street, Eddie Miles, Greens Chapel Herschel Leathers, Leonard Hall, Murrays Run, North St Gregory Salt Springs Loop, Simpson Creek, Wheeler Rd, Woodlawn Road		
		6105409 · Rock	2,681.87
Total 04 LGEA Fund			2,681.87
09 Ambulance Fund			
3-D Graphics	Embroidered Logos	5140481 · Staff Uniforms	12.00
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	247.86
American Tire	Sq 38 39	5140340 · Vehicle Maintenance & Repairs	480.00
American Tire	Sq 38 39	5140443 · Vehicle Parts	361.66
American Tire	Sq 36 38	5140479 · Tires	763.01
Bardstown Ambulatory	Random testing	9400547 · Employee Medical/WC Claims	120.00
Bluegrass Uniforms	Rain Jackets	5140481 · Staff Uniforms	304.00
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	134.79
Danville Office	Toner, labels, ink cartridges, paper	5140445 · Office Supplies	283.94
Danville Office	Toner	5140550 · Medical supplies & Materials	64.99
Danville Office	Office furniture/fixtures	5140739 · EMS Equipment	756.00
Fleet Matics	GPS Service Agreement	5140336 · Equipment Maintenance & Repairs	386.00
Galls	Flashlights	5140550 · Medical supplies & Materials	382.35
Gateway EDI LLC	Electronic claims	5140445 · Office Supplies	51.87
Hendricks, John	Boot allowance	5140481 · Staff Uniforms	75.00
Holt Computers	Service call - Eva's computer	5140336 · Equipment Maintenance & Repairs	90.00
Ky Home Electronics	Solder iron, wire, couplings	5140339 · Radio Maintenance & Repairs	61.34
Lasco	Filters	5140443 · Vehicle Parts	188.74
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	69.91
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	23.85
RCS	Siren speaker bracket	5140443 · Vehicle Parts	24.15
RDJ Specialties Inc	PR Materials for schools	5140599 · Miscellaneous	77.84
Sam's Club	Kitchen supplies	5140411 · Custodial supplies	227.24
Sam's Club	Motor oil	5140439 · Oil, lubes	156.14
Sam's Club	Medicine, trashbags	5140550 · Medical supplies & Materials	52.60
Vidacare	IV equipment	5140550 · Medical supplies & Materials	323.82
Xerographic Business Systems	Copier drum	5140445 · Office Supplies	150.00
Total 09 Ambulance Fund			5,869.10
			\$ 80,032.02

**Nelson County Fiscal Court
PIC Bills for Court Approval
February 21, 2012**

Name	Memo	Account	Amount
13 Solid Waste Fund			
Bowman Brothers Shop	Truck 410 - door glass	5215443 · Parts	\$ 100.00
Downs, Chad	Boot allowance	5215481 · Employee uniforms	59.98
Fastenal	Truck 406	5215443 · Parts	170.63
Keystops	Fuel	5215429 · Fuel & Lubricants	18,231.05
Lasco	Lights, led's	5215443 · Parts	101.04
Salt River	Garbage billing services	5215320 · Collection Contracts	9,276.12
Springfield Laundry	Uniforms	5215481 · Employee uniforms	473.00
Tractor Supply	Fallen Animal Truck	5215723 · SW Vehicles	135.98
Total 13 Solid Waste Fund			28,547.80
15 Landfill Fund			
American Tire	Recycling truck	5217479 · Recycling Truck tires	245.40
Cedar Creek Quarry LLC	Rock	5210571 · Landfill Repairs	702.60
Duplicator Sales & Service Inc	Monthly copy charge	5210445 · Office Expense	110.86
Fisher Auto	PU truck supplies	5210443 · Parts	156.83
Galeton	Gloves	5210594 · Crew Safety Equipment	250.40
Keystops	Fuel	5210429 · Fuel & Lubricants	10,762.12
Lasco	413	5210443 · Parts	728.19
McCoy & McCoy	Monitoring	5210324 · Environmental Monitoring	652.50
Quill Corporation	Monitor, time cards	5210445 · Office Expense	243.83
Ri Tec Industrial Products	Industrial Cleaners	5210427 · Main supplies	392.00
Scott-Gross Co	Torch supplies	5210427 · Main supplies	328.30

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 40

Snap-On Tools	Tools	5210443 Parts	19 00
Springfield Laundry	Cleaning supplies	5210427 Main supplies	114 00
Springfield Laundry	Uniforms	5210481 Uniforms	351 50
Wayne Supply	963C, D6, 420 Backhoe	5210443 Parts	1,458 66
Zep Sales and Service	Cleaner	5210427 Main supplies	212 22
Total 15 Landfill Fund			16,728 41
23 Occupational Tax Fund			
Danville Office	File folders, clips	5047445 OLF Office supplies	21 93
Office Max	Paper	5047445 OLF Office supplies	49 48
Total 23 Occupational Tax Fund			71 41
97 PIC			
Springfield Laundry	Mats	5082411 SOB Custodial Supplies	39 00
Total 97 PIC			39 00
 Total PIC bills			\$ 45,386.62

**NELSON COUNTY FISCAL COURT
PAID BILLS FOR COURT APPROVAL
February 21, 2012**

Fund/Vendor	Description	Account	Amount
<u>General Fund</u>			
BP Gas	Fuel	5105429 Gas	\$ 5,232 68
Justin Rogers	Contract labor - basement renovation	5085741 Sutherland Bldg renovation	855 00
Lowe's	Grout supplies	5090427 Supplies	49 22
Lowe's	Annex basement renovation	5085741 Sutherland Bldg renovation	111 13
<u>Road Fund</u>			
KY Concrete	Depot Street	6105457 Bridge & Culvert Materials	328 00
Less discount			(8 00)
Lawson Products	Garage supplies	6105427 Garage supplies	421 72
Less discount			(4 21)
Lowe's	PVC Pipe	6105443 Parts	146 80
Lowe's	Bathroom remodel	6105742 Road Dept Bldgs	770 19
Lowe's	Maglite Flashlight, batteries	6105475 Tools	40 99
<u>Jail Fund</u>			
Lowe's	Shop Vac	5101411 Custodial Supplies	113 05
<u>EMS Fund</u>			
Lowe's	Building maintenance	5140334 Building maintenance	286 28
<u>OLF Fund</u>			
Road Fund	FY 12 Appropriation	4909 02 Transfers to Road	100,000 00
EMS Fund	FY 12 Appropriation	4909 09 Transfers to EMS	100,000 00
 TOTAL PAID BILLS			\$ 208,342.85

**Nelson County Fiscal Court
Additional Bills for Court Approval**

February 21, 2012

Name	Memo	Account	Amount
01 General Fund			
Kleentech	Remove water from basement	5085741 Sutherland Bldg renovation	\$ 210.00
Livers Body Shop	Repair Impalas (Smith, Campbell)	5105723 Automobiles	6,067 24
Quick Care Oil Lube Express	Oil changes	5105340 Vehicle maintenance	69 90
Vortech	Fatal plus powder	5205427 Animal feed & supplies	274 49
W W Grainger	Transformer	5081329 Justice Center Main Contracts	19 22
Total 01 General Fund			6,640 85
02 Road Fund			
GBA	Printer cartridges	6103445 Office Supplies	29 97
Total 02 Road Fund			29 97
13 Solid Waste Fund			
Fastenal	Reflective tape	5215443 Parts	383 05
Total 13 Solid Waste Fund			383 05
 Total			\$ 7,053.87

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 41

RENEWAL - WORKFORCE INVESTMENT LEASE AGREEMENT

State Office Building lease has been re-negotiated; rent will be increased from \$10.50 a square foot to \$12.00 a square foot. On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to accept the following lease agreement, authorizing the County Judge-Executive to sign the agreement:

8217.5 (Rev. 9/03)

COMMONWEALTH OF KENTUCKY LEASE AGREEMENT RENEWAL

LEASE/PR #	PR-3276, NELSON COUNTY	AGENCY/DEPARTMENT	WORKFORCE INVESTMENT
INITIAL ENCUMBRANCE	\$	DIVISION	
ANNUAL ENCUMBRANCE	\$38,448.00	DATE	February 10, 2012
VENDOR #	VC0000116962	BUILDING CODE #	

THIS LEASE, entered into between: **Nelson County Fiscal Court**, whose address is: **P.O. Box 578, Bardstown, K. 40004** (Business Phone **502-348-1800**), his heirs and assigns, hereinafter called the "Lessor", and the COMMONWEALTH OF KENTUCKY, hereinafter referred to as the "Commonwealth".

WITNESSETH, that for the consideration hereinafter mentioned, the parties hereto agree as follows:

- 1a. The Lessor hereby leases to the Commonwealth and agrees to keep in quiet and peaceful possession the following described premises with its appurtenances, property located at **904 West Stephen Foster Avenue, Bardstown, KY**, in the County of **Nelson**.
- 1b. Said premises consisting of **3,204** square feet are to be rented at the cost of **\$12.00** per square foot and will be used by the Commonwealth for **Office** space.
2. The Commonwealth agrees to pay rent to the Lessor for the leased premises at the rate of **\$9,612.00**, payable **Quarterly**. The Lessor shall provide the Commonwealth with the following services: **Gas, Electric, Water, & Janitorial Services**; with **12** reserved parking spaces.
3. Subject to the limitations imposed by law and as provided in paragraphs 5 and 6 of this Lease, the term during which the Lease shall be effective shall begin **July 1, 2012**, and end **JUNE 30, 2013**.
4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed **4** extension period(s) unless the Commonwealth shall give the Lessor written notice **30** days prior to the expiration of the term or any extension that it will not be extended; no extension shall prolong the period of occupancy of the leased premises beyond the **30TH** day of **June, 2017**. The Lessor understands that the Commonwealth's funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made.
5. The Commonwealth shall have the further right to terminate this Lease at any time upon **30** days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.
6. The Commonwealth agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sub-lessee, and the agents and servants of the Commonwealth, the Federal Government, or such sub-lessee.
7. The Commonwealth shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and may be removed by it prior to the termination of this Lease.
8. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Commonwealth's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.
9. The Commonwealth agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.
10. The Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises.
11. If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenable.
12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.
13. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Agreement he will not be in violation of the campaign finance laws of the Commonwealth.
14. The Lessor agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
15. Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).
16. The Contractor, as defined in KRS 45A.030(7), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency provides the service.

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

STATE LEASING AGENCY REPRESENTATIVE _____ Date _____
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date _____
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date _____
SECRETARY, FINANCE & ADMINISTRATION CABINET _____ Date _____

LESSOR _____ Date _____
ATTORNEY, FINANCE & ADMINISTRATION CABINET _____ Date _____
DIRECTOR, DIVISION OF REAL PROPERTIES _____
APPROVED THIS _____ DAY OF _____, 20_____

Fiscal Court Orders

CULVERTOWN PART – BENT ARROW ARCHERY AGREEMENT

Following discussion and clarification of various items included in the agreement related to use of the Culvertown Ball Park by Bent Arrow Archery, on motion of Keith Metcalfe, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following license agreement and to authorize the County Judge-Executive to sign:

SPORTS FACILITIES LICENSE AGREEMENT

THIS SPORTS FACILITIES LICENSE AGREEMENT made and entered into on this _____ day of _____, 2012, by and between THE COUNTY OF NELSON, KENTUCKY, One Court Square, 2nd Floor, P.O. Box 578, Bardstown, Kentucky 40004 (hereafter referred to as "COUNTY"), and _____ (hereafter referred to as "LICENSEE").

WHEREAS, there are currently non-profit organizations that utilize County parks and other recreational facilities for baseball, softball, soccer, football and other sports programs that serve the youth in Bardstown and Nelson County; and

WHEREAS, the purpose of this agreement is to set forth the relative rights and obligations of the parties in clear and concise terms and thereby provide for the effective and consistent use of and access to County parks, recreational facilities and support resources in a manner that promotes youth sports organizations within the County of Nelson, Kentucky.

NOW THEREFORE, that for and in consideration of the above-recitals and other goods and valuable consideration, including the terms, covenants and conditions set forth herein below, the County and Licensee acknowledge, covenant and agree as follows:

1. **License for Use of Facility:** County hereby transfers and grants unto the Licensee a revocable license for the use of the Culvertown Park, which is owned by the County, during the term of this agreement, on terms and conditions set forth herein for the purpose of hosting archery shooting events.

2. **Term:** The Agreement shall commence upon its execution by the parties and shall remain in effect for a period of one year. This agreement shall automatically be renewed after the initial term for three (1) year terms unless terminated by either party in writing at least sixty (60) days prior to the expiration of each *renewable* term.

3. **Maintenance of Buildings and Grounds:** During the term of this license agreement, Licensee, their officials, employees, contractors, representatives and/or volunteers, shall provide, keep clean those buildings and grounds used by the licensee from any garbage or refuse created by any event hosted by licensee. Licensee shall repair all damage caused by any of Licensee's invitees or guests.

4. **Terms and Conditions regarding use of County Facilities:**

(a) Licensee shall have the use of the Culvertown park on a non-exclusive basis. Licensee shall schedule its events so as not to conflict with any other activity occurring at the Culvertown park. Any disputes of scheduling shall be resolved by the Nelson County Judge Executive. It is understood that the park is also used for baseball and other recreational events that will be held during the term of this contract.

(b) Licensee shall be solely responsible for purchasing and providing all equipment, and expendable materials needed for the sport or recreational activity in question.

(c) Licensee, its officials, employees, representatives, agents,

Fiscal Court Orders

volunteers and invitees shall abide by all Federal, State and Local laws in addition to the policies and rules set by the County of Nelson as it pertains to Parks and Recreation.

(d) County reserves the right, in its sole discretion, to prohibit any game or other recreational event at any facility during hazardous weather conditions.

(e) Licensee shall operate all programs in accordance to nondiscrimination requirements of Title VI of the 1964 Civil Rights Act and adhere to all provisions of the Americans with Disabilities Act (ADA).

(f) Licensee shall abide by the ASA Club Insurance Range Guidelines and Safety Procedures attached hereto as Exhibit "A".

(g) Licensee shall control all litter created by a licensee sponsored event by using County provided receptacles, insuring that rules are posted and followed and by removal of any extraneous litter after each scheduled event. Accumulated litter shall be placed in the proper receptacles by the Licensee.

(h) Licensee shall submit contact person(s) for after business hours emergencies. This list shall enumerate the responsibility of the contact person(s).

(i) Licensee shall not make any improvements, modifications, alterations or repairs to the licensed facility/premises without the prior written consent of the County Judge Executive or Fiscal Court. Any and all improvements, modifications or alterations by Licensee shall be made at its sole expense unless otherwise agreed in writing by the parties, and shall upon completion thereof, become and remain the property of the County in perpetuity.

(j) It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or leased by Licensee to any other group, business, individual or entity by Licensee, without proper approval by the Nelson Fiscal Court.

(k) Licensee may charge admission.

5. **Insurance:** Licensee shall obtain at its sole expense and maintain during the term of this agreement, comprehensive general liability insurance with a minimum of one million dollars combined single limit of liability per occurrence for bodily injury, personal injury, and property damage. If food or beverages are to be sold by Licensee, its employees, agents or contractors, product liability coverage must also be obtained and maintained during the term of this agreement in the minimum amount of one million dollars per occurrence. The County shall be listed as an additional insured on all policies and a certificate of insurance with the required coverage's endorsed thereon shall be presented to the County, through the Fiscal Court, at least fourteen (14) days prior to the use of this facility.

It is further acknowledged, understood and agreed by and between the parties that the County shall under no circumstances assume or incur any liability to Licensee, its officials, employees, contractors, volunteers or invitees attending any activity or event on the premises, for vandalism, casualty loss, theft or any other damage to vehicles, machinery, equipment, supplies or other personal property located on the licensed premises; it being fully understood that Licensee hereby assumes all risk of loss relating to its property in consideration of the license granted herein.

6. **Indemnification:** Licensee agrees to indemnify and forever hold harmless, the County of Nelson, its officials, officers, employees, contractors and/or volunteers from and against any and all claims, suits, actions, damages and/or causes of action, brought by any person, corporation or other entity, which arises out of the negligent acts, omissions or use of said property/facility by Licensee during the term of this agreement, for any personal injury, loss of life and/or property damage and from and against all costs, expenses and liability incurred or order of judgment entered as a result

Fiscal Court Orders

of, any and such claim, the investigation thereof or the defense of any action, including attorney's fees.

7. **Breach of Agreement; Remedies:** The County Judge Executive and Fiscal Court shall enforce the above rules. If they determine that any of the agreement requirements are not being met by the Licensee, they shall make a recommendation to the County Attorney for possible action.

If Licensee materially breaches one or more of the terms, covenants or conditions set forth herein, and fails to cure same within a reasonable time after written notice thereof from the County describing the breach and the action that must be taken to correct it, County shall be entitled to terminate this agreement by giving written notice thereof to the Licensee's president, chief executive officer or designated contact person. Thereafter, the license provided in this agreement shall be revoked and Licensee shall have no further rights to the use of said facility as an organization and the terms and conditions set forth herein shall henceforth be null and void. Upon termination of this agreement by its terms or pursuant to this provision, Licensee shall remove any and all equipment, tools or other personal property not permanently affixed to the County's real property in such manner as to not damage it or any other permanent improvements situated thereon and shall restore County's property and all improvements thereon, to the condition it existed at the time of commencement of this agreement. Upon termination of this agreement, the County shall be entitled to remove any locks, barricades, signs or other obstructions left by Licensee at its expense, rescheduled usage of the facility, refuse Licensee any further access to or use of said facility and refuse any further support services. Furthermore, Licensee shall be liable to County for any and all damages to County property and facilities on the license premises that are proximately caused by the negligent acts or omissions of Licensee in the use of the premises, normal wear and tear excepted.

8. **Assignment of License:** This agreement shall not be assigned by Licensee to any other affiliated or non-affiliated league, subsidiary sub league or other profit or non-profit entity or organization of any kind without the prior written consent of the County.

9. **Entire Agreement:** This agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer, or representative of either party hereto. There are no promises, representations, covenants, undertakings, restrictions, or conditions, other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representative of both parties. This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and approved assigns.

COUNTY OF NELSON, KENTUCKY

By _____
County Judge Executive

LICENSEE

By _____

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 45

DEPARTMENT REPORTS

**LANDFILL/SOLID WASTE

BULKY ITEM - Bulky item pickup is scheduled to begin Monday; landfill is officially open to receive items brought in by customers as a part of the bulky-item program.

CONTRACT HAULERS - Quotes were submitted for bulky-item hauling as follows:

2012 Bulky Item Pickup			
Contractor	Unit Price Quoted 02/15/12	Estimated Time Required 6 wksx7 hr/dayx 2 trucks	Total Estimated Cost
TAPCO, Inc.	\$40.00	420	\$16,800.00
Clark Excavating	\$39.90	420	\$16,758.00

On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to accept Donnie Clark's quote for bulky item hauling.

TIRES - Brad Spalding noted that landfill is inundated with tires as a result of bulky item pickup. Quotes will be solicited for a company to come in to dispose of tires.

AMENDED LANDFILL ORDINANCE

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinance amending the Nelson County Landfill/Solid Waste Ordinance. Said proposed ordinance was read in open Court in resume form and a full copy of the proposed ordinance is as follows:

AN ORDINANCE REGULATING SOLID WASTE MANAGEMENT (Storage, Collection, Transportation, Processing and Disposal)

ORDINANCE NO. 2000-1

AN ORDINANCE: PERTAINING TO PUBLIC HEALTH, SAFETY, AND WELFARE; REGULATING STORAGE, COLLECTION, TRANSPORTATION, PROCESSING AND DISPOSAL OF SOLID WASTE; PROVIDING FOR COLLECTION AND DISPOSAL OF SOLID WASTE; PROVIDING A PENALTY FOR VIOLATION OF THE PROVISIONS OF THIS ORDINANCE; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

Pursuant to Kentucky Revised Statues 224 and 109 and related regulations, Nelson County, including its cities, has been designated as a solid waste management area, based upon a Solid Waste Management Plan submitted to the natural Resources and Environmental Protection Cabinet, hereinafter referred to as "the Cabinet", of the State of Kentucky. In addition, Nelson County is acting under powers outlined in KRS 67.083 (3) (o) which provides the authority to manage solid waste by ordinance.

NOW THEREFORE, BE IT ORDAINED by the Fiscal Court of the County of Nelson, Kentucky, that this ordinance shall be known as the Solid Waste Management Ordinance.

SECTION 1. DEFINITIONS

For the purpose of this ordinance the following terms shall be deemed to have the meaning indicated below:

APPROVED INCINERATOR - an incinerator which complies with all current regulations of the responsible local, State, and Federal air pollution control agencies.

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 46

BULKY RUBBISH - non-recyclable solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors, with the equipment available therefor.

COUNTY - The County of Nelson, Kentucky.

COLLECTION - removal of solid waste from the designated pickup location to the transportation vehicle.

DEMOLITION AND CONSTRUCTION WASTE - Waste resulting from the construction, remodeling, repair, and demolition of structures and roads, and for the disposal of uncontaminated solid waste consisting of vegetation resulting from land clearing and grubbing, utility line maintenance, and seasonal and storm related cleanup.

DIRECTOR - The Director of Solid Waste Management for Nelson County. The Director shall be employed by the Nelson County Judge Executive and the Fiscal Court. The Director shall manage the operation of the Nelson County Solid Waste Disposal Facility and the Solid Waste Collection program reporting to the County Engineer's office. The Director shall be the designated Solid Waste Coordinator for Nelson County performing all functions as required by the Kentucky Department for Environmental Protection.

DISPOSABLE SOLID WASTE CONTAINER - disposable plastic or paper sacks with a capacity of 20 to 35 gallons specifically designed for storage of solid waste.

DISPOSAL - The discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment, be emitted into the air or be discharged into any water, including groundwater.

DWELLING UNIT - any room or group of rooms located within a structure, and forming a single habitable unit with facilities which are used or are intended to be used, for living, sleeping, cooking and eating.

HAZARDOUS WASTE - any waste or combination of wastes which is determined by the Kentucky Department for Environmental Protection, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial present or potential threat to human health of the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

MULTIPLE HOUSING FACILITY - a housing facility containing more than one dwelling unit under one roof.

OCCUPANT - any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant.

Fiscal Court Orders

PERSON - any individual, partnership, corporation, association, joint stock company, trust, estate, political subdivision, or organization of any kind, or their legal representative, agent or assigns.

PROCESSING - incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste characteristics are modified or solid waste quantity is reduced.

SOLID WASTE - any garbage, refuse, sludge and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining (excluding coal mining waste, coal mining by-products, refuse and overburden), and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges.

- (a) Commercial solid waste - solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment.
- (b) Residential solid waste - solid waste resulting from the maintenance and operation of dwelling units.
- (c) Residential/Agricultural Combined Solid Waste

SOLID WASTE CONTAINER - receptacle used by any person to store solid waste during the interval between solid waste collections.

SOLID WASTE DISPOSAL - the process of discarding or getting rid of unwanted material. In particular the final disposition of solid waste by man.

SOLID WASTE MANAGEMENT - the administration of solid waste activities: source reduction, storage, collection, source separation, transportation, transfer, processing, treatment and disposal.

HIGH DENSITY WASTE - Shall include any materials weighing 1,200 lbs per cubic yard or more prior to disposal. This shall include, but not limited to shingles, soil, brick, concrete, fly ash and sludge.

STORAGE - keeping, maintaining or storing solid waste from the time of its production until the time of its collection.

TRANSPORTATION - the transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

YARD WASTES - grass clippings, leaves, tree trimmings.

SECTION 2.1: Storage Containers Required.

The occupant or owner of every dwelling unit and of every institutional commercial, business, industrial, or agricultural establishment producing solid waste within the corporate limits of the County, shall provide sufficient and adequate containers for the storage of all solid waste except bulky rubbish and demolition and construction waste to serve each such dwelling unit and/or establishment; and to maintain such solid waste containers at all times in good repair.

Fiscal Court Orders

SECTION 2.2: Solid Waste to be Stored in a Manner Prescribed by Ordinance.

The occupant or owner of every dwelling unit and of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided herein, and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times. Solid waste shall be stored in a manner that will not provide harborage to rodents and vermin and will not create a fire hazard.

SECTION 2.3: Standards for Residential Storage Containers.

Residential solid waste shall be stored in containers of not more than 35 gallons nor less than 10 gallons in nominal capacity. Containers shall be leakproof, waterproof, and fitted with a fly-tight lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable devices or features. Containers shall be of type originally manufactured for residential solid waste.

SECTION 2.4: Standards for Commercial Storage Containers.

Commercial solid waste shall be stored in solid waste containers as approved by the Director. The containers shall be waterproof, leakproof and shall be covered at all times except when depositing waste therein or removing the contents thereof; and shall meet all requirements as set forth by Section 7.

SECTION 2.5: Yard Wastes.

Tree limbs less than 4" in diameter, lumber and brush shall be securely tied in bundles not larger than 48" long and 18" in diameter when not placed in storage containers. The weight of any individual bundle shall not exceed 75 pounds. Yard wastes shall be stored in containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public rights of way. The weight of any individual container and contents shall not exceed 75 pounds.

SECTION 2.6: Air Tight Containers.

No owner, occupant, tenant or lessee of any building or dwelling may leave outside the dwelling or building, in a place accessible to children, any abandoned or unattended icebox, refrigerator or other receptacle that has an airtight door without first removing the door.

SECTION 2.7: Storage Containers Not in Compliance.

Solid waste containers which do not meet the specifications as outlined in this Section shall be considered waste and will be collected together with their contents and disposed of.

SECTION 3. COLLECTION OF SOLID WASTE

SECTION 3.1: County Responsibility Defined.

The County shall provide for the collection of solid waste as follows:

- (a) The City of Bardstown provides municipally owned solid waste collection service,

Fiscal Court Orders

including normal solid waste collection and special bulky item pickup. This service is not affected by this Ordinance. All other solid waste transportation and disposal requirements required of this ordinance shall apply to this city.

(b) The City of Bloomfield and the City of New Haven provide solid waste collection services by means of franchised collection services. These services are not affected by this Ordinance. The cities retain their authority to franchise solid waste collection within their boundaries. All other solid waste transportation and disposal requirements required of this ordinance shall apply to these cities.

(c) The County shall provide for the collection of all other residential solid waste in the County. This collection service shall be provided by the County Solid Waste Department. The monthly charge per residential unit shall be as listed in Section 9.1 (a) of this ordinance.

(d) Dumpster Fee

The County may furnish dumpsters at its discretion and charge such reasonable monthly or annual fee (if any) for the use as may be established by the director with approval of the County and may pickup and deliver the contents to the Nelson County Solid Waste Disposal Facility and the charge therefore shall be as listed in Section 9.1 (b) of this ordinance.

(e) Tipping Fee

A user's tipping fee shall be charged to all persons delivering solid waste to the Nelson County Solid Waste Disposal Facility and such fee shall be payable and due at the time of acceptance of such solid waste and shall be evidenced by a user's receipt and the fees to be charged for such use shall be applicable as listed in Section 9.1 (c) of this ordinance.

(f) Roll Off Trash Box Service Fees

The County may furnish roll off trash boxes at its discretion and charge such reasonable fee for the use as may be established by the director with approval of the County and may pickup and deliver the contents to the Nelson County Solid Waste Disposal Facility and the charge therefore shall be as listed in Section 9.1 (d) of this ordinance.

(g) Commercial solid waste collection service shall be provided in the areas identified in Section 3.1 (a,b,c). The rates for this service shall be established by the appropriate City or Section 9.1 of this ordinance. All other solid waste transportation and disposal requirements required of this ordinance shall apply to this/these commercial entity.

(h) The County authorizes industrial and large institutional solid waste generators to independently manage their solid waste disposal, provided proof is submitted, upon request, showing that the waste is disposed of in accordance with this ordinance. All other solid waste transportation and disposal requirements required of this ordinance

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 50

shall apply to this/these industrial and large institutional entities.

SECTION 3.2: Universal Collection.

Every residence, commercial enterprise, or other waste producing entity shall subscribe to the waste collection services authorized by this ordinance. Every residential unit in the territory covered by the County's Solid Waste Department and any commercial, industrial and institutional producers serviced by the County's Solid Waste Department shall be billed by the County or contracted collecting agency and shall make payment to the County or said contracted collecting agency. Commercial, industrial and institutional producers using other collection companies than the County shall be billed by the selected collection company.

SECTION 3.3: Collection Points.

Tree limbs and yard wastes, as described in Sections 2.5, shall be placed at the edge of the County road or street for collection. Solid waste containers as required by this ordinance for the storage of other residential solid waste shall be placed at the same location for collection. Any solid waste containers, tree limbs, yard wastes, or other solid waste permitted by this ordinance to be placed at the said location for collection shall be so placed by 7:00 a.m. local time on the scheduled collection day, but not more than 24 hours before collection. All reusable containers shall be removed from the said location no later than 24 hours after collection.

SECTION 3.4: Bulky Rubbish.

The Director shall establish the procedures for collection bulky rubbish from residential units within the County. Bulky rubbish shall be collected at least once per year, unless determined otherwise by the County.

SECTION 3.5: Authority for Collectors to Enter Private Property.

Solid Waste employees of the County are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this ordinance. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collection residential solid waste. Commercial solid waste may be removed from within commercial establishments upon written request of the owner and approval by the Director.

SECTION 3.6: Collection Frequency.

The following collecting frequencies shall apply to collections of solid waste within the County:

All residential solid waste, other than bulky rubbish, shall be collected one (1) time each week. All commercial solid waste shall be collected at least once weekly and shall be collected at such lesser intervals as may be fixed by/or approved by the Director or requested by the commercial establishment upon determination that such lesser intervals are necessary for the preservation of the health and/or safety of the public. All residential collections shall be made between 7 a.m. and 8 p.m.

SECTION 3.7: Ownership of Solid Waste.

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 51

with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste, or as an alternate, the entire bodies thereof shall be enclosed, with only loading hoppers exposed. No solid waste shall be transported in the loading hoppers. They shall be cleaned as often as necessary to prevent a nuisance and insect breeding and shall be maintained in good repair.

SECTION 5. DISPOSAL OF SOLID WASTE.

SECTION 5.1: Disposal in Approved Sites.

Solid wastes shall be deposited at a processing facility or disposal area approved by the County and complying with all requirements of the most recent Kentucky Revised Statutes Chapter 224 and all applicable subchapters and the rules and regulations adopted thereunder. The County may designate the processing or disposal facility to be utilized by persons operating under Section 6 of this ordinance. The County does hereby designate the Nelson County Solid Waste Disposal Facility on Airport Road, Bardstown, KY as the disposal facility. The Nelson County Solid Waste Disposal Facility shall be operated in accordance with their approved permit 090-00001. Any person violating any of the provisions of this permit shall be subject to the penalties set forth in Section 11 of this ordinance in addition to any monetary reimbursement for environmental or physical damage to the Solid Waste Disposal Facility.

SECTION 5.2: Hazardous Waste Disposal.

Hazardous wastes under provisions will require special handling and shall be disposed of only in a manner authorized by State regulations.

SECTION 6. PERMITS

SECTION 6.1: Permit Requirements.

No person shall engage in the business of collection, transporting and processing of solid waste or operation of a disposal facility for pay within the corporate limits of the County without first obtaining an approved annual permit therefor from the County, provided that this provision shall not be deemed to apply to employees of the holder of any such permit.

SECTION 6.2: Insurance Requirements.

No such permit shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the Director evidence of a satisfactory public liability insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount and of not less than \$1,000,000.00 for each person injured or killed, and in the amount of not less than \$1,000,000.00 in the event of injury or death of two or more persons in any single accident, and in the amount of not less than \$1,000,000.00 for damage to property. Such policy may be written to allow the first \$5,000.00 of liability for damage to property to be deductible. Should any such policy be canceled, the Director shall be notified of such cancellation by the insurance carrier in writing not less than 10 days prior to

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 52

the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give such notice.

SECTION 6.3: Permit Application.

Each applicant for any such permit shall state in his application therefor:

- (a) the nature of the permit desired, as to collect, transport, or process solid waste or any combination thereof;
- (b) name and address of the applicant and whether a sole proprietorship, corporation, or partnership, with disclosure of the ownership interests;
- (c) the number of employees and solid waste collection vehicles to be operated thereunder;
- (d) schedule of fees the applicant plans to charge;
- (e) boundaries of the collection area; and
- (f) such other information as required by the Director.

SECTION 6.4: Permit Insurance.

If the application shows that the applicant will collect, transport and process solid wastes without hazard to the public health or damage to the environment and in conformity with the laws of the Commonwealth of Kentucky and this ordinance, the Director may issue the permit authorized by this ordinance. The Director shall have the authority to limit the number of annual permits issued under this section in order to preserve the health, comfort, safety and welfare of the resident, to promote energy conservation, and to provide for collection and disposal consistent with good solid waste management practices. The permits shall be issued for a period of one year, and each applicant shall pay therefor a fee of \$100.00. If modifications can be made to the application regarding service, equipment or mode of operation, so as to bring the application within the intent of this ordinance, the Director shall notify the applicant in writing setting forth the modification to be made and the time in which it shall be done.

SECTION 6.5: Application Denial.

If the applicant does not make the modifications pursuant to the notice in 6.4 within the time limit specified therein, or if the application does not clearly show that the collection, transportation, or processing of solid wastes will create no public health hazard or be without harmful effects on the environment, the application shall be denied and the applicant notified by the Director, in writing, stating the reason for such denial. Nothing in this section shall prejudice the right of the applicant to reapply, after the rejection of his application, provided that all aspects of the reapplication comply with the provisions of this ordinance. Nothing in this section shall prevent the denial of a permit should the total number of annual permits have already been issued.

SECTION 6.6: Annual Fee.

The annual permit may be renewed upon payment of the fee or fees as designed herein if the business has not been modified, the collection vehicles are identified, described, and meet the

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 53

requirements of Section 4 of this ordinance, and the renewal is approved by the Director. If modifications have been made, the applicant shall reapply for a permit as set forth in Sections 6.2 and 6.3. No permits authorized by this ordinance shall be transferable from person to person.

SECTION 6.7: Inspections.

In order to insure compliance with the laws of the Commonwealth, this ordinance and the rules and regulations authorized herein, the Director is authorized to inspect all phases of solid waste management within the County of Nelson. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law. In all instances where such inspections reveal violation of this ordinance, the Director shall issue notice for each such violation stating therein the violation or violations found, the time and date and the corrective measure to be taken, together with the time in which such corrections shall be made.

SECTION 6.8: Permit Suspension.

In all cases, when the corrective measures have not been taken within the time specified, the director shall suspend or revoke the permit or permits involved in the violations, however, in those cases where an extension of time will permit correcting, and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be given.

SECTION 6.9: Injunctive Relief.

In the event a permit is revoked and the person continues to operate, the Director may request the action of a court of law to enjoin the acts and to enforce compliance with this ordinance or any rule or regulations promulgated thereunder. In any such action, the court may grant to the County such prohibitory or mandatory injunctive relief as the facts may warrant.

SECTION 6.10: Appeal.

Any person who feels aggrieved by any notice of violation or order issued pursuant thereto of the director may, within thirty (30) days of the act for which redress is sought appeal directly to the Court of Jurisdiction in writing, setting forth in a concise statement the act being appealed and the grounds for its reversal.

SECTION 6.11: Permit Display.

All motor vehicles operating under any permit required by this ordinance shall display the number or numbers on each side in colors which contrast with that of the vehicles, such numbers to be clearly legible and not less than four (4) inches high. Each permit for processing or disposal facilities shall be prominently displayed at the facility.

SECTION 7. RULES AND REGULATIONS

The Director shall make, amend, and revoke, reasonable rules and regulations subject to Fiscal Court approval, governing, but not limited to the following, and shall enforce all such rules and regulations:

- (a) Preparation, drainage and wrapping of garbage deposited in solid waste containers.

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 54

- (b) Specifications for solid waste containers, including the type, composition, equipment, size and shape thereof.
- (c) Identification of solid waste containers and of the coversthereof, and of equipment there appertaining, if any.
- (d) Weight limitations on the combined weight of solid waste containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.
- (e) Storage of solid waste in solid waste containers.
- (f) Sanitation, maintenance and replacement of solid waste containers.
- (g) Schedules of and routes for collection and transportation of solid waste.
- (h) Collection points of solid waste containers.
- (i) Collection, transportation, processing and disposal of solid waste.
- (j) Processing facilities and fees for the use thereof.
- (k) Disposal facilities and fees for the use thereof.
- (l) Records of quantity and type of wastes received at processing and/or disposal facilities.
- (m) Handling of special wastes such as sludge, ashes, agriculture, construction, bulky item, tires, automobiles, oils, greases, etc.

The County Judge/Executive or such other County official who is responsible for preparing utility and other service charge billings for the County, is hereby authorized to make and promulgate reasonable and necessary rules and regulations for the billing of solid waste collection and/or disposal service charges, as hereinafter provided for.

A copy of any and all rules and regulations made and promulgated under the provisions hereof shall be filed in the office of the County Judge/Executive.

SECTION 8. PROHIBITED PRACTICES

It shall be unlawful for any person to engage in the following activities:

- (1) dispose of garbage, refuse, rubbish or debris by dumping same on any premises in the County with or without the consent of the owner of the premises,
- (2) dump or permit the dumping of garbage, refuse, rubbish, and debris on any property within the County limits not permitted by the Kentucky Department of Environmental Protection;
- (3) deposit solid waste in any solid waste container other than his own, without the written consent of the owner of such container and/or, with the intent of avoiding payment of the service charge fail to have solid waste collected as provided in this ordinance;
- (4) interfere in any manner with solid waste collection and transportation equipment, or with

Fiscal Court Orders

solid waste collectors in the lawful performance of their duties as such;

(5) burn solid waste unless an approved incinerator is provided or unless a variance has been obtained from the appropriate air pollution control agency;

(6) dispose of dead animals in any container to be collected by the County without proper authorization by the Director;

(7) own or operate a dump;

(8) dispose of solid waste at any facility or location that is not approved by the County and the Kentucky Department for Environmental Protection;

(9) engage in the business of collecting, transporting, processing or disposing of solid waste within the corporate limits of the County without a permit from the County or operate under an expired permit, or operate after a permit has been suspended or revoked;

(10) violate any section of this ordinance or any other rule or regulation promulgated under the authority of Section 7.

SECTION 9. FEES/CHARGES

Section 9. Fees/Charges shall be amended as per
224.43-010.

KRS

SECTION 9.1 Fees

The director shall recommend such service charges or fees for each dwelling unit and each commercial establishment for solid waste collection and disposal as are necessary to meet all costs of operation and maintaining the solid waste management system. All such fees, including subsequent revisions thereof, shall be paid by the resident or owner of record of the property served, and shall be paid to Nelson County Treasurer or other approved collection agency every month, at minimum. The County may accept quarterly, semi-annual, or annual payments.

SECTION 9.1 (a) Residential and Small Commercial Customers

The monthly fee for residential and small commercial customers using six (6) cans or less per week is hereby set at \$13.50 per month. Effective 7/1/2012. On 7/1/2013, the monthly fee shall become \$14.50 per month.

SECTION 9.1 (b) Dumpster Charge

The fee for dumpster customers supplying their own dumpsters, being serviced once per week shall be as follows:

Dumpster Fees				
Size (yds3.)	Rent	Collection (Multiplied by number of services per week)	Landfill (Multiplied by number of services per week)	Total (Rent + Collection + Landfill) Based on once per week
1	\$10.40	\$24.09	\$8.45	\$42.94
2	\$10.41	\$30.11	\$14.20	\$54.72
3	\$12.48	\$33.75	\$19.99	\$66.22
4	\$12.48	\$33.75	\$25.88	\$72.11
6	\$12.48	\$38.53	\$37.58	\$88.59
8	\$15.60	\$38.58	\$51.40	\$105.58

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 56

The dumpster costs will increase as noted effective 7/1/2012.

The County Judge/Executive is authorized and directed to negotiate fees with the garbage collection company and customer where ever more than one dumpster is serviced at the same location or service is provided more than once each week.

SECTION 9.1 (c) Tipping Charge

CONTAINED LANDFILL:

	COMPACTED	UNCOMPACTED	PICKUPS(level load)
NELSON COUNTY	\$12.50/CY	8.00/CY	\$7.00/each
MARION COUNTY	\$11.45/CY	8.40/CY	\$7.25/each
OUT OF COUNTY	\$13.00 /CY	8.40/CY	\$7.25/each

CDD LANDFILL:

ALL LOADS

NELSON COUNTY	\$8.00 /CY
OUT OF COUNTY	\$8.40 /CY

*** See section 9.1 (e) "Environmental remediation fee"**

SECTION 9.1 (d) Roll Off Trash Box Charge

	TURN FEE	BOX RENTAL FEE
NELSON COUNTY	\$80.00/each	\$2.00 /day
OUT OF COUNTY	\$110.00/each	\$2.00 /day

Effective 7/1/2008

*** See Section 9.1 (e) "Environmental remediation fee"**

SECTION 9.1 (e) "Environmental remediation fee"

As per KRS 224.43-010 Section 2 (3), a one dollar and seventy-five cents (\$1.75) fee per ton shall be paid by generators of waste to be disposed of at a municipal solid waste disposal facility. For loads of waste weighing less than one (1) ton, the environmental remediation fee shall be one dollar and seventy-five cents (\$1.75). This fee shall be remitted to the cabinet as per KRS 224.43-10 Section 2 (4).

SECTION 9.1 (f) High Density Waste

High Density Waste as defined by this ordinance shall be \$26.00 per ton. The Environmental remediation fee shall be an additional cost as noted in Section 9.1 (e) of this ordinance.

SECTION 9.2: Delinquency.

All unpaid fees shall become delinquent if payment is not received within 30 days of the notice due. Delinquent bills shall bear interest at 12% per annum until paid. The County may enforce collection of delinquent bills by bringing proper legal action against the occupant of any dwelling unit or owner of any commercial establishment to recover any sums due plus a reasonable attorney's fee, court costs and any other costs involved in such collection action.

SECTION 9.3: Uncollected Fees.

All uncollected fees, after judgment, shall be placed on record in the locality where the

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 57

property is located, as any other judgment lien and shall be released when paid.

SECTION 9.4: Unoccupied Residences and Buildings.

The service and service charge shall be terminated upon presentation of satisfactory proof to the Director that any such dwelling unit or establishment is unoccupied, and shall be commenced upon renewed occupancy thereof. Occupancy for any part of a week shall constitute occupancy for an entire week.

SECTION 10. PUBLIC NUISANCES

SECTION 10.1: Notification.

It shall be the duty of the Director to serve or cause to be served upon the owner or occupant of any premises on which there is kept or maintained any nuisance in violation of the provisions of this ordinance and to demand the abatement of the nuisance within 30 days.

SECTION 10.2: Non-Compliance.

If the person so served does not abate the nuisance within ten (10) days, the County may proceed to abate such nuisance, keeping an account of the expense of the abatement, and such abatement shall be charged and paid by such owner or occupant. Whenever a bill for such charges remains unpaid for 30 days after notice has been rendered, the County may file a statement of lien claim against the property.

SECTION 11. PENALTIES

Any person violating any of the provisions of this ordinance, or any lawful rules or regulations promulgated pursuant thereto, upon conviction, shall be punished by a fine of not less than one hundred dollars (\$100.00) not more than five hundred dollars (\$500.00); provided, that each days' violation thereof shall be a separate offense for the purpose hereof. Violators of this ordinance may be issued a citation by the County Policy or any duly appointed agency.

SECTION 12. REPEALS

The following ordinances are hereby repealed:

Ordinance 1989-12 and All Amendments

SECTION 13. SAVINGS CLAUSE

Nothing in this ordinance shall be deemed to affect, modify, amend or repeal any provision of any ordinance administered by the Nelson County Health Department, or other department, board, commission, or agency of Nelson County unless that ordinance is specifically repealed in Section 12.

SECTION 14. SEVERABILITY CLAUSE

The provisions of this ordinance are severable and if any provisions or part thereof shall be held invalid or unconstitutional or inapplicable, it shall not affect or impair the remaining provisions of this ordinance.

In explaining reasons for need for an increase in landfill/solid waste, Judge Watts gave an overview of increase in expenses during the past ten to eleven years, particularly in fuel, labor/benefits, and utility costs.

Fiscal Court Orders

Feb. 21, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 58

However, leachate has also been a significant added expense. Motion was made by Judge Watts, second by Bernard Ice, to approve the rate increase as set forth in the foregoing ordinance amendment.

During discussion, Magistrate Jeff Lear expressed that he felt that the increase in tipping fee is more about maintaining buildings in departments other than landfill, that it is essentially a hidden tax, and that he could not support that increase in particular. He also expressed that a single dollar increase in household garbage fees should be enough. He suggested that transfer of \$100,000 annually should cover administrative costs; the additional amount of transfer should be put aside to cover anticipated cost of future landfill expansion. Following discussion, motion was made by Jeff Lear, second by Jerry Hahn, to amend the motion to show no increase in tipping fees and to increase residential rates by \$1.00, with there to be no increase in the following year. Motion failed, with affirmative votes cast by Magistrates Lear and Hahn; Magistrates Ice, Hutchins and Metcalfe and Judge Watts voted against the motion.

Motion to accept the amended Solid Waste Ordinance passed on a vote of four to two. Court members Watts, Metcalfe, Ice, and Hutchins voted in favor of the motion; Magistrates Lear and Hahn voted against the motion. Legal notice advertising the second reading and possible adoption of the proposed ordinance will be published in The Kentucky Standard in accordance with Kentucky statute.

****ROAD DEPARTMENT**

Jim Lemieux reported on on-going work at the Road Department--preparation for bulky item pickup, ditch cleaning, cross drain work, and sign replacement. Paving machine is in. He also reported on reflective signs that are in the works through Federal standards. County will begin to use these as replacements are needed.

****EMS**

Joe Prewitt told Court members that the EMS annual State inspection was held last Wednesday, with no deficiencies noted.

He also explained Federal mandates that will require certain radio equipment to be in place within various government departments. Radios are being replaced as grant funding is made available; however, budgeting for this cost will have to be done in order to meet Federal regs. Changes to quotes that have been received have resulted from a variety of changes in technology, prices coming in at a lower rate in later quotes.

****JAIL**

Doug Karr presented the regular jail report:

Run 21-FEB-2012 7:09 NELSON COUNTY JAIL Page: 1

CEL04 - Run By: RICK CECIL

AGENCY: 00 JAIL MANAGEMENT

CELL COUNT

FLOOR	CELL BLOCK	CELL NUMBER	CELL TYPE	CELL COUNTS
				REG OVER TOT
A	105	MALE - MINIMUM SECURITY		2 0 2
A	107	DAY ROOM-FLOOR	5	0 5
A	108	MALE - MAXIMUM SECURITY		0 0 0
A	109	MALE - MAXIMUM SECURITY	1	0 1
A	110	MALE - MAXIMUM SECURITY	2	0 2
A	111	MALE - MEDIUM SECURITY	3	0 3
A	113	DETOXIFICATION	2	0 2
A	118	DETOXIFICATION	1	0 1

A	120	TEMPORARY HOLDING		1 0 1
A	130	ISOLATION	1	0 1
A	136	FEMALE - MEDIUM SECURITY	6	0 6
A	138	FEMALE - MINIMUM SECURITY	5	0 5
A	204	WORK REL/COMM SER/TRUST	6	0 6
A	205	MALE - MINIMUM SECURITY	15	0 15
A	206	MALE - MEDIUM SECURITY	0	0 0
A	207	MALE - MEDIUM SECURITY	0	0 0
A	210	MALE - MEDIUM SECURITY	0	0 0
A	211	MALE - MEDIUM SECURITY	0	0 0
A	212	HOME INCARCERATION	2	0 2
A	CS	CENTRAL STATE HOSPITAL	0	0 0
B	206	MALE - MEDIUM SECURITY	6	0 6
B	207	MALE - MEDIUM SECURITY	10	0 10
B	210	MALE - MEDIUM SECURITY	11	0 11
B	211	MALE - MEDIUM SECURITY	1	0 1
C	110	CPTU AT LAGRANGE	0	0 0
CD	105	CLASS D	1	0 1
CD	107	CLASS D	0	0 0
CD	108	CLASS D	0	0 0

Fiscal Court Orders