

# Fiscal Court Orders

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.

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MINUTES AMENDED/APPROVED -- AUG. 20

On motion of Sam Hutchins, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the minutes of the Aug. 20 session of Nelson Fiscal Court, adding that loan to Nelson County Fair Board will be made with "no interest" (Book 37, Page 51).

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BILLS

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

**Nelson County Fiscal Court  
General Funds Bills for Court Approval  
September 3, 2013**

01 General Fund	Name	Memo	Account	Amount
	Bardstown Housing Authority	Bethany Haven - Sep 2013	5315399 - Emergency Shelter for Children	\$ 300.00
	Bluegrass Seed & Fertilizer	Weed killer	5205334 - Animal Control Building Maint	95.00
	Bluegrass Seed & Fertilizer	Straw - generator pad area	5305341 - Sr Citizens Bldg Projects	15.80
	Bluegrass Uniforms Inc.	Uniforms	5105481 - Law Enforc Uniforms	234.95
	Brite Wholesale	Wall mount sensor	5081571 - Justice Center Repairs	59.01
	Bumper to Bumper	Oil seal - bucket truck	5090340 - Maintenance - Vehicle Maint	53.65
	Bumper to Bumper	Coffman truck - AC Plug, brake shoes	5115340 - Codes - Vehicle Maintenance	187.45
	Buzick	Generator install	5305341 - Sr Citizens Bldg Projects	16.49
	Buzick	Horse arena - fence repairs	5405715 - Fairgrounds Improvements	240.12
	Buzick	Soffit materials	5415571 - Civic Center Building Repair	301.50
	Buzick	Drop Ceiling repairs	5415571 - Civic Center Building Repair	223.06
	Central Ky Community Action	Staffing for Voluntary Action	5301315 - Community Action Services	1,014.00
	Code Administrators Assoc	Conference - Spaulding	5115569 - Codes - Staff Training	160.00
	CopsPlus Inc	4 Holsters	5105427 - Law Enforc Supplies	567.28
	GBA	Violation notice forms (500)	5205445 - Animal Control Office supplies	170.00
	Hillyard	Custodial supplies	5105411 - Law Enforc Custodial Supplies	577.41
	Irving Materials Inc.	Generator install	5305341 - Sr Citizens Bldg Projects	303.00
	J & G Equip	Weed eater supplies	5340427 - Comm Svc Supplies	131.39
	JBK, Inc.	Roof inspection	5105571 - Law Enforc. Building Repairs	543.75
	Joe Hill's	Blower supplies	5090427 - Maintenance - Supplies	17.94
	KY Concrete	Concrete pad - Sr Citizen generator	5305341 - Sr Citizens Bldg Projects	339.00
	Ky Standard	Newspaper subscription	5001445 - CJE Office supplies	56.00
	Landmark Sprinkler	Annual inspection of sprinkler system	5081329 - Justice Center Main Contracts	275.00
	Lowe's	Circuit clerk office	5081334 - Justice Center Bldg Maint	56.90
	Lowe's	Tape, tape guns	5330515 - Feed America Program	77.76
	Nu Life Cartridge	Ink cartridges, clipboard	5090445 - Maintenance - Office Expense	67.87
	Quill Corporation	Ink cartridges, file folders	5040445 - Treasurer Office Supplies	70.95
	RCS	Monthly agreement	5135336 - EMA Equipment Repairs	385.00
	Red River Ranch LLC	Playground mulch - football & soccer field	5405348 - Recreation Program Support	1,800.00
	Ronnie's Custom Care	Monthly cleaning	5081329 - Justice Center Main Contracts	4,000.00
	S & P Cleaning Service Inc	Cleaning service 0713	5085329 - Building Main Contracts	1,370.00
	Sherwin Williams	Filter, cleaner for paint sprayer	5090427 - Maintenance - Supplies	28.78
	Total 01 General Fund			13,739.06
	<b>03 Jail Fund</b>			
	Bardstown Auto Wrecker	Jail car - AC Compressor	5101340 - Vehicle maintenance	75.00
	Bumper to Bumper	Brake rotors, AC belt - Jail car	5101340 - Vehicle maintenance	104.44
	CDA Inc.	Electronic Monitors	5101314 - Contracts with Other Counties	536.25
	Clems	Food	5101425 - Food	1,655.01
	Flowers Baking Co	Bread	5101425 - Food	308.68
	Harris Computer Systems	Software maint and support	5101445 - Office Supplies	4,275.00

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Ky Housing - Boilers	Annual boiler inspection	100.00
Maxima Supply	Inventory purchases	2,455.28
Quill Corporation	Paper, toner	400.95
Quill Corporation	Paper, toner, tape, clips, highlighters	466.26
Securus	Phone cards	756.00
Total 03 Jail Fund		11,132.87

**02 Road Fund**

All State Truck Sales	Truck 306	
Bardstown Auto Wrecker	for Red Chevy Dually	59.66
Big Three Tractor	Bushhog maint	75.00
Bluegrass Seed & Fertilizer	Eastland, Murrays Run, various locations	356.68
Bluegrass Seed & Fertilizer	Culvert materials	360.60
Bluegrass Seed & Fertilizer	Greer Lane Project	57.00
Bumper to Bumper	S-10, Paver, Truck 300	60.30
Cardmember	Digital cameras (3), PDF software	46.63
Econo Signs LLC	Street signs	300.35
GBA	File folders, graph paper, ink cartridges	260.93
Holt Computers	Computer system and software - Jim	100.43
Irving Materials Inc.	Hilton Lane - cross drain	2,530.00
Joe Hill's	Starter assembly - concrete saw	395.50
John M. Warren	Blacktop tools - lute rakes	19.49
Kimball Midwest	Welding rods, lubricants	278.42
Kroger	Sugar, creamer	112.96
Saf-ti-Co	Bridge weight limit signs	27.15
Tatum Auto Supply	Screwdriver, fuel hose, clay	358.00
Tatum Auto Supply	Mounts for safety lights	30.12
Total Truck Parts, Inc.	Air chuck, valve tool	64.39
Total Truck Parts, Inc.	Wrench set	40.85
Total 02 Road Fund		5,604.41

**04 LGEA Fund**

Mago Construction	Various roads	48,956.26
Total 04 LGEA Fund		48,956.26

**09 Ambulance Fund**

Airgas Mid America	Oxygen	82.38
Bluegrass Uniforms	Uniforms	262.00
Buzick	Station I building renov	268.28
Cardmember	Siren, lights, vehicle supplies	500.02
Cardmember	Postage	513.12
Cardmember	KAPA Conference - Joe	240.00
Carey Sign	Sq 34 (new) decals	236.00
Conway Heaton	Sq 31	118.38
Conway Heaton	Sq 31	106.40
Galls	Uniforms	417.26
Lowe's	Station I building renov	518.72
QuadMed Inc	Medical supplies	193.80
RCS	Service call - radio noise issue	350.00
Shred-It USA	File destruction service	59.10
Total 09 Ambulance Fund		3,865.46
		\$ 83,298.06

**Nelson County Fiscal Court  
PIC Bills for Court Approval  
September 3, 2013**

Name	Memo	Account	Amount
<b>13 Solid Waste Fund</b>			
Ky Truck Sales, Inc.	Truck 416	5215443 · Parts	\$ 95.04
Raben Tire Co	Tires, repairs	5215479 · Tires	530.84
Sublet Contractors	Steel channel	5215548 · Dead Animal Program Expense	22.96
Tatum Auto Supply	Truck 413	5215443 · Parts	279.35
Tatum Auto Supply	Hydraulic winch - dead animal truck	5215548 · Dead Animal Program Expense	1,028.56
Total 13 Solid Waste Fund			1,956.75
<b>15 Landfill Fund</b>			
Buzick	Property repairs - Bloomfield	5210571 · Landfill Repairs	83.54
Duplicator Sales & Service Inc	Service call - copier	5210445 · Office Expense	125.00
Galeton	Non skid tape	5210594 · Crew Safety Equipment	267.50

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GBA	Paper, office supplies	5210445 · Office Expense	104.95
Holt Computers	Computer system and software - Brad/Lee	5210725 · Landfill Office equipment	5,040.00
Quality Auto Glass	Replace window at customer entrance	5210334 · Building Maintenance	104.00
Raben Tire Co	Tires, repairs	5210479 · Tires	183.63
Sherwin Williams	Paint sprayer	5210475 · Tools	309.00
Sherwin Williams	Paint and supplies	5210571 · Landfill Repairs	620.15
Snap-On Tools	Verus Wireless Software - for truck repairs	5210475 · Tools	969.00
Tatum Auto Supply	Fix-a-flat	5210427 · Main supplies	7.99
Tatum Auto Supply	Hydraulic hose, supplies, battery	5210443 · Parts	243.27
Tractor Supply	Scale repairs	5210571 · Landfill Repairs	119.85
Total 15 Landfill Fund			<u>8,177.88</u>

## 23 Occupational Tax Fund

Brite Wholesale	DWP Baseball Field Project	5405718 · Recreation capital	356.23
Buzick	DWP Baseball Field Project	5405718 · Recreation capital	653.35
Horizon Engineering	DWP Baseball Field Project	5405718 · Recreation capital	115.00
Hunkey Backhoe	DWP Baseball Field Project	5405718 · Recreation capital	2,100.00
Roby's Grade & Drain	DWP Baseball Field Project	5405718 · Recreation capital	819.00
Smith, Teresa	Computer mouse	5047445 · OLF Office supplies	29.88
Total 23 Occupational Tax Fund			<u>4,073.46</u>

## 97 PIC

Cardmember	Mold testing kits (3)	5082334 · SOB Bldg Main	110.00
Plumbers Supply Co	Faucet installation	5082334 · SOB Bldg Main	150.76
Sherwin Williams	Paint and supplies- stripe parking lot	5082334 · SOB Bldg Main	138.44
Total 97 PIC			<u>399.20</u>
			<u>\$ 14,607.29</u>

### NELSON COUNTY FISCAL COURT PAID BILLS/TRANSFERS FOR COURT APPROVAL

September 3, 2013

Fund/Vendor	Description	Account	Amount
<u>General Fund</u>			
Stewart Hurst Electric	Electrical work - New Generator (grant funds)	5135739 · Emergency Services Equipment	\$ 9,000.00
Rogers, Justin	Contract labor- painting	5405348 · Recreation Program Support	192.00
Rogers, Justin	Contract labor- painting	5305329 · Sr Citizen Bldg Main Contracts	312.00
Rogers, Justin	Contract labor	5405715 · Fairgrounds Improvements	48.00
Rogers, Justin	Contract labor	5080329 · Old Courthouse Main Contracts	24.00
Rogers, Justin	Contract labor	5085329 · Building Main Contracts	24.00
Rogers, Justin	Contract labor	5415329 · Civic Center Maint Contracts	24.00
<u>Road Fund</u>			
Kimball Midwest	Garage supplies	6105427 · Garage supplies	105.12
Less Discount			(1.05)
<u>Jail Fund</u>			
Rogers, Justin	Contract labor	5101329 · Building Main Contracts	120.00
<u>Landfill Fund</u>			
Rogers, Justin	Contract labor	5217161 · Recycling Contract Labor	96.00
<u>PIC Fund</u>			
Rogers, Justin	Contract labor	5082329 · SOB Maint Contracts	24.00
<b>TOTAL PAID BILLS AND TRANSFERS</b>			<u>\$ 9,968.07</u>

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

September 3, 2013

Name	Memo	Account	Amount
<u>01 General Fund</u>			
Hall, Thomas	Legal services	5310332 · Public Defender Contract	\$ 250.00
Holt Computers	Service call - Logan's computer	5115445 · Codes - Office Supplies	75.00
Pat's Appliance	Freezer chest	5205427 · Animal Control Feed & supplies	365.00
Petty Cash - Codes	Certified mailings	5115463 · Codes - Certified Mailing	105.47
Total 01 General Fund			<u>795.47</u>

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<b>15 Landfill Fund</b>			
Kimberland, David	Office cleaning Aug 2013	5210329 · Maintenance Contracts	475.00
Total 15 Landfill Fund			<u>475.00</u>

<b>97 PIC</b>			
Buzick	Ceiling panels	5082334 · SOB Bldg Main	54.90
Total 97 PIC			<u>54.90</u>
			<u>\$ 1,325.37</u>
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## HUMAN RIGHTS COMMISSION - PAULA PACE

On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the appointment of Paula Pace to the Bardstown-Nelson County Human Rights Commission:

### NELSON COUNTY FISCAL COURT

#### ORDER

Pursuant to the relative Kentucky Revised Statues, **Paula Pace** is hereby appointed to the **Bardstown-Nelson County Human Rights Commission** for a term in accordance to the Bylaws or governing Regulations in place.

Dean Watts  
Nelson County Judge Executive

9/3/13  
Date

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#### INTERLOCAL AGREEMENT - GIS SERVICES

On motion of Jeff Lear, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following agreement between the Nelson County Fiscal Court and the City of Bardstown relating to GIS Coordinator services:

#### INTERLOCAL AGREEMENT RELATING TO GIS COORDINATOR SERVICES

15 THIS AGREEMENT ("Agreement"), is made, entered into and effective on and as of the day of September, 2013, (the "Effective Date"), by and between the NELSON COUNTY FISCAL COURT maintaining its mailing address at, 1 Court Square, Bardstown, Kentucky 40004 (hereinafter referred to as "Nelson County Fiscal Court"); and, the CITY OF BARDSTOWN, KENTUCKY, a municipality, maintaining a mailing address for purposes of this Agreement at 220 North Fifth Street, Bardstown, Kentucky 40004 (hereinafter referred to as "Bardstown").

#### RECITALS:

- The City of Bardstown and Nelson County Fiscal Court desire to provide the most cost efficient E911 services possible for their citizens;
- The City of Bardstown is the owner and operator of an ARC/GIS platform which is the required software to remain compatible with the Spillman Cad mapping component and Cassidian phone mapping component;
- The City of Bardstown has offered to provide services required by Dispatch Board through its GIS coordinator for a monthly fee;

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- D. The Dispatch Board is in need of services which are compatible with the Spillman Cad mapping component and Cassidian phone mapping component;
- E. The Nelson County Fiscal Court and City of Bardstown have determined that the best interests of their respective citizens are served by a cooperative agreement providing for Nelson County E911 Dispatch Board to obtain the services of Bardstown's GIS coordinator and its software system for the E-911 Dispatch Board upon the terms, covenants and conditions set forth herein.

## TERMS & CONDITIONS:

NOW THEREFORE, for and in consideration of the premises recited above, the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto covenant and agree as follows:

GIS Services. Bardstown shall provide the following services by its GIS coordinator conducted and stationed at Bardstown City Hall, 220 North Fifth Street, Bardstown KY on a continuing basis:

1. Work with Mapsync in a coordinated effort to finalize the "Phase II" portion of the cleanup of the existing address point data
2. Become address administrator & be responsible to update INTRADO for updating / maintaining the Master Street Address Guide (MSAG).
3. Add new addresses and maintain existing address point layer by way of post processing from the City office.
4. Post processing shall include updating attribute information pertaining to address points and road centerline data as deemed necessary by Nelson County E911 Dispatch Board i.e., ESN\_RD\_NAME, ROUTE\_TYPE, ROUTE\_NBR, LOCAL\_KEY, RT\_UNIQUE, LRS\_ID, BEGIN\_MP, END\_MP, SURFTYPE, DMI\_LEN, MI, GOV\_LEVEL, STATUS, LAST\_UPDT, EXTR\_DATE, GRAPHIC\_LE, RSE\_UNIQUE, CO\_NUMBER, RT\_PREFIX, RT\_NUMBER, RT\_SUFFIX, ROUTE\_LBL, SHIELD\_LBL, CO\_NAME, OWNER\_DATE and other designations deemed appropriate by the E 911 Dispatch Board.
5. Once completed, finalize and send to JNTRADO for review and acceptance into MSAG (Master Street Address Guide).
6. Update dispatch Spillman CAD system with most current address point layer thru ArcGIS export.
7. Work with MapSync to maintain Yuma(or other device used) and work with field collection personnel i.e., teaching, training, troubleshooting device as needed so they can perform field GPS collection of new address point.
8. Obtain GPS collection of new address point.
9. GPS and Process as needed NEW road centerline data and missed roads by
  - a. Name Road (official by recorded plat signed by authorized parties)
  - b. Clean linear road geometry; adjust linear features for ESN Boundaries, zip codes (if applicable), County boundary, etc.
  - c. Populate road database (CMRS standard attribute tables plus CAD vendor specific data; i.e. ESN\_RD\_NAME, ROUTE\_TYPE, ROUTE\_NBR, LOCAL\_KEY, RT\_UNIQUE, LRS\_ID, BEGIN\_MP, END\_MP, SURFTYPE, DMI\_LEN, MI, GOV\_LEVEL, STATUS, LAST\_UPDT, EXTR\_DATE, GRAPHIC\_LE, RSE\_UNIQUE, CO\_NUMBER, RT\_PREFIX, RT\_NUMBER, RT\_SUFFIX, ROUTE\_LBL, SHIELD\_LBL, CO\_NAME, OWNER\_DATE, KYGEONET) and other designations deemed appropriate by the E 911 Dispatch Board
  - d. Assign range(s)
  - e. Once completed, finalize and send to INTRADO for review and acceptance into MSAG (Master Street Address Guide).
10. Update and maintain ESN boundaries for Nelson County E911 Dispatch. This shall include Bardstown Police Beats, Nelson County Sheriff, Bloomfield Police, New Haven Police, Fairfield Police, Bardstown-Nelson County Fire, New Haven-Rolling Fork Fire, North East Nelson Fire, Boston Fire, Nelson County EMS, and other agencies providing emergency services.
11. Update mapping and convert new address point data for dispatch.
12. Update mapping and convert new address range data for dispatch.
13. Create dispatch mapping layers and convert data for dispatch use.
14. Suggest changes to the dispatch board with problem 9-1-1 addresses identified by Mapsync.

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15. Initiate contact with governmental agencies for address changes and corrections.

Excluded Services: Attending meetings concerning ongoing routine maintenance with Quality Control and Quality Assurance related to: Address change support/explanation meetings, i.e. Nelson Fiscal Court; City Council Meetings for Bardstown, Bloomfield, New Haven, Fairfield, and public forum meetings explaining the systems operation. The contract does not include: Maps and displays for these meetings.

Additional Obligations. The parties to this Agreement shall be obligated to perform certain related duties and obligations to facilitate the provision of GIS coordinator services, and identified as follows:

Nelson County Fiscal Court Obligations: Nelson County Fiscal Court shall:

- (i) E911 Administrator. Designate the Bardstown GIS coordinator as the E911 Administrator and the person who has exclusive access to Intrado data to verify locations for 911
- (ii) Contract payments by Nelson County Fiscal Court.: Nelson County Fiscal Court agrees to pay to Bardstown the sum of \$1,666.67 per month in advance on the 1st day of each month services are performed. The first monthly payment shall be prorated if services begin on a date after the first day of the month.

Term of Agreement: Automatic Renewal. This Agreement shall be commence on the Effective Date hereof and shall continue in full force and effect through June 30, 2014. The parties agree to review the scope of services and the City of Bardstown's compensation rate on or before June 30, 2014, and annually thereafter. This Agreement shall automatically renew for successive periods of one (1) year each commencing on July 1, 2014 unless either party provides written notice of its intention not to renew and specifies a proposed date of termination. The date of termination shall be not less than One (1) year from and after the Notice of Termination.

Indemnification. The parties hereto each agree that they shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other, and their respective officers, agents, employees and representatives from and against any and all claims, costs, damages, demands, losses, liabilities and expenses, of whatever nature, including but not limited to legal costs and attorneys' fees, to the extent arising out of or in any way related to the performance of their respective obligations under this Agreement. With respect to claims against any person or entity indemnified under this paragraph by any employee of either of the parties hereto, anyone directly or indirectly employed by either of them, or anyone for whose acts either party may be liable, the indemnification obligations provided herein shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the indemnifying party or others under workers' compensation acts, disability benefit acts , or other employee benefit acts.

Laws, Permits, Fees and Notices. Each party shall give all notices required by and comply with all laws, ordinances, rules, regulations and orders of any public authorities applicable to, the performance of their respective obligations under this Agreement. Each party shall secure and pay for all permits, fees, licenses and inspections necessary for proper execution and completion of their respective work as required by this Agreement. Each party further covenants and agrees to pay its own payrolls, taxes, fees and all other costs and expense associated with the work required under this Agreement; furnish the other party with copies of all payrolls and other documentation showing compliance with applicable laws and regulations, if required; and, acknowledges and agrees that any payment received by such party shall be held in trust for the purpose of paying its laborers, materialmen, suppliers and any others claiming by or through such party.

All notices, demands and other communications provided for herein shall, unless otherwise provided, be sufficient if in writing and if delivered personally to the other party, or mailed by United States Mail, postage prepaid, to the respective addresses of the parties as set forth above, or to such other address as either may have designated from time to time.

Governing Law: Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, and that exclusive jurisdiction and venue for all claims, disputes, controversies and/or courses of action arising out of or in connection with the Agreement shall be vested in the courts of competent jurisdiction within Nelson County, Kentucky.

Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision or the application of such provisions to persons and circumstances other than those as to which it is determined invalid or unenforceable. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.

Entire Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, and shall not be altered, modified or amended in any manner whatsoever unless the same shall be in writing and signed by the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed by their duly authorized officers this \_\_\_\_ day of September, 2013

NELSON COUNTY FISCAL COURT

BY: Dean Watts  
TITLE: Nelson County Judge Executive

CITY OF BARDSTOWN, KENTUCKY

BY: William S. Sheckles  
TITLE: Mayor

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## DEPARTMENT REPORTS

\*\*EMS

EMS Administrator Joe Prewitt reported as follows: 1) The new generator at the Law Enforcement Building was installed on Wednesday; Wayne Supply will be in to do start-up. Appreciation was expressed to the County Road Department for help in moving both generators. 2) Nelson County EMA responded to a Larue County Emergency Management <sup>request</sup> for help in a search and rescue effort in locating a missing person.

\*\*JAIL

Jailer Dorcas Figg presented her regular report as follows:

	Total	Hardin Co	NELSON COUNTY JAIL		
			HIP	State	In House
AUGUST					
Wed. 21	108	3	2	18	3
Thur. 22	121	3	2	19	3
Fri. 23	118	3	2	19	3
Sat. 24	109	3	2	24	1
Sun. 25	111	3	1	24	1
Mon. 26	105	3	1	24	1
Tue. 27	114	3	1	24	1
Wed. 28	110	3	1	26	1
Thur. 29	107	3	2	24	1
Fri. 30	106	3	1	23	1
Sat. 31	98	3	2	23	0

SEPTEMBER

Sun. 01	104	3	2	23	0
Mon. 02	103	3	2	23	3
Tue. 03	100	3	2	23	3

\*\*ROAD DEPARTMENT

LOADER BROOM - Jim Whitis, Wayne Supply Co., explained a changeover of the old loader's broom to the new loader; Wayne intended to expend the \$3,160 that would be required to convert valves, etc. so that the old broom would work on the new loader. However, considering the age and wear on the old broom, Wayne has suggested that Nelson Fiscal Court consider allowing Wayne to use the \$3,160 toward the purchase of a new broom. He also noted that the new loader is about 6,400 to 6,500 lbs. heavier than the old machine, is faster, etc.; question is whether the old broom would hold up for long on the new equipment. Besides the \$3,160 deduction offered by Wayne Supply, Caterpillar will deduct over \$5,000 from the cost of the new broom, with the net effect that a \$17,000 broom will cost the County of

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Nelson \$9,680. Following discussion, and on recommendation of Judge Watts, motion of Bernard Ice, and second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to accept the proposal of Wayne Supply for purchase of a new broom as described.

ON-GOING - Jim Lemieux reported on mowing, now in Dist. 5 on third round for the season, on hot mix patching at Corman's Crossing, on Grade-All work, boom mowing and various other jobs.

CLAYTON PARK DR. - Court had previously agreed to accept a roadway near the hospital into the county system if all conditions were met. On motion of Jeff Lear, second of Sam Hutchins, by unanimous vote of the Court,

IT IS HEREBY ORDERED to accept the following plat showing Clayton Park Dr. as an official county road:

**PLAT DATE MAY 16, 2013**

**WAYNE SUPPLY & DEVELOPMENT, INC.**  
415 SULLIVAN LANE, BARDSTOWN, KY 40004  
JAMES S. & ELLEN A. CLAYTON  
CONING, P-1 & A-1  
TAX PARCEL NO. 2000-00-116  
DEED BOOK 2000-00-116

**GENERAL NOTES**

**GENERAL UTILITY NOTES**

**CERTIFICATE OF IMPROVEMENT, COMPLETION & INSPECTION**

**CERTIFICATE OF APPROVAL OF UTILITIES**

**CERTIFICATE OF APPROVAL OF UTILITIES**

**CERTIFICATE OF RECORDING**

**ACCEPTANCE OF BRIGHT-WAY DEDICATION**

**NELSON COUNTY FISCAL COURT**

**LEGEND**

**TYPICAL STREET SECTION**

**A-1 AGRICULTURAL DISTRICT**



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## \*\*LANDFILL/SOLID WASTE

Landfill Engineer Brad Spalding noted Labor Day holiday schedule, reporting that landfill is operating routinely.

Spalding also reported on progress of work on the baseball fields at the Rec Park. Mago has about two-thirds of the rock in place; however, this is a slow, tedious process, especially in view of delays (rain, etc.)

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## RESOLUTION - NATURAL GAS LIQUIDS PIPELINE

As a result of proposed natural gas liquids pipeline crossing through part of Nelson County and of attempts by Bluegrass Pipeline to acquire property for that pipeline, the following resolution is approved on motion of Bernard Ice, second of Keith Metcalfe, and by affirmative vote of all Court members:

### **Resolution**

The Nelson Fiscal Court hereby resolves that we oppose any attempt by private entities to seize private property by use of eminent domain in Nelson County. No private property owner should be forced to relinquish their land for the benefit of non-governmental, for profit, private companies.

Nelson Fiscal Court declares to any natural gas liquids project, otherwise not regulated, that road crossing permits will be issued by Nelson Fiscal Court only after all necessary private easements are obtained by mutual agreements with Nelson County landowners. (Should eminent domain be used or proposed to be used, Nelson Fiscal Court reserves the right to deny permits to any similar natural gas liquids project.)

We further resolve that the state of Kentucky should create regulations for natural gas liquids that would protect our community from the possibility of gas leaks and explosions.

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Following mention by Judge Watts that there will likely be a public hearing prior to the next meeting of Nelson Fiscal Court due to a tie vote at a Planning Commission rezoning hearing, and following note of legal action in which the County Clerk has been named as a defendant along with the Jefferson County Clerk, the Attorney General and the Governor, on motion of Bernard Ice, second of Keith Metcalfe, and by affirmative vote of all Court members, IT IS HEREBY ORDERED to adjourn the Sept. 3 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK

