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Fiscal Court Orders

COURT MET IN REGULAR SESSSION, 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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County Judge-Executive Dean Watts announced that Nelson Fiscal Court will convene in executive session toward the end of regular business as regulated by KRS 61.810 "where discussions between a public agency and a representative of a business entity for discussion concerning a specific proposal where open discussions would jeopardize the siting, retention, expansion, upgrading of the business".

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MINUTES APPROVED - SEPT. 3

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 Sept. 3 session of Nelson Fiscal Court as presented.

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BILLS AND TRANSFERS

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 and to make the following transfers:

Nelson County Fiscal Court
Bills for Court Approval
September 17, 2013

Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll processing 082313	9100301 · Payroll Processing	$ 415.72
American Tire	SO 32	5105479 · Law Enforc Tires	239.20
Aqua Treat	Monthly treatment	5415329 · Civic Center Maint Contracts	176.00
AutoZone	2007 Explorer - battery	5105340 · Law Enforc Vehicle maintenance	109.11
Bardstown Super Vac	Sweep parking lot	5081329 · Justice Center Main Contracts	500.00
Bardstown Super Vac	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Barlow Funeral Home	Pauper burial	5330344 · Pauper Burials	950.00
Barrie, Jennifer	Sheriff office cleaning - Aug 2013	5105329 · Law Enforc. Bldg Main Contracts	1,000.00
Beaven Equipment	SO 24 - replace speaker	5105340 · Law Enforc Vehicle maintenance	247.50
Bluegrass Uniforms Inc.	Uniforms	5105481 · Law Enforc Uniforms	605.92
Burba, Alma Jean	Board of Elections July-Sept 2013	5065192 · Election Officers Pay	150.00
Cedar Creek Quarry LLC	Concrete pad construction	5305341 · Sr Citizens Bldg Projects	80.68
Cedar Creek Quarry LLC	Culvertown Ballpark	5405348 · Recreation Program Support	330.86
County Clerk	Board of Elections July-Sept 2013	5065192 · Election Officers Pay	150.00
Danville Office	Paper, clasp envelopes	5001445 · CJE Office supplies	50.88
Danville Office	Temp occupancy permits	5115427 · Codes - Technical supplies	72.75
Danville Office	Ink cartridges, pens, folders, message book	5115445 · Codes - Office Supplies	78.96
Duplicator Sales & Service Inc	Monthly copy charges	5205445 · Animal Control Office supplies	12.50
Economy Pest Control	Portable toilet rental Sep 2013	5405348 · Recreation Program Support	70.00
Feed America Ky	Feed America Program	5330515 · Feed America Program	225.00
Flaget Health Center	Random testing, pre employment testing	9400547 · Employee Medical/WC Claims	275.00
Galls	Gilliland, Hardin	5105481 · Law Enforc Uniforms	285.28
Houghlin Greenwell	Coroner transports	5020308 · Coroner Autopsy & Services	400.00
Houghlin Greenwell	Coroner CEU training 0813	5020577 · Coroner travel	398.67
Ky Classified Network	Jail employee search	9100539 · Advertising & Legal Notices	113.75
Landmark Comm News	Property tax, rezonings, bids, vendor payments	9100539 · Advertising & Legal Notices	864.03
Lasco	Repairs - trailer	5340340 · Comm Svc Vehicle Main	191.32
Leo Talbott & Son, Inc.	Chiller, air handler, belts, filters	5080329 · Old Courthouse Main Contracts	720.00
Leo Talbott & Son, Inc	AC service	5105329 · Law Enforc. Bldg Main Contracts	142.00
Leo Talbott & Son, Inc.	Heat pumps, AC	5415742 · Civic Center	1,085.00
MVP Garden Center & Nursery	Insecticide - DWP	5405348 · Recreation Program Support	51.96
Nelson EMS	Coroner call	5020308 · Coroner Autopsy & Services	75.00
Newcomb Oil Co	Fuel- vehicle	5135429 · EMA Fuel	285.28
Newcomb Oil Co	Generator fuel	5135429 · EMA Fuel	699.86
Osborne, Joe	Fuel - Swift Water Boat (rescue)	5134427 · Dive Team Supplies	20.31
Patrons Home Center	Cable, jacks, wall plate	5080334 · Old Courthouse Bldg Maint	94.77
Patrons Home Center	Custodial supplies, bulbs, ballasts, keys	5080411 · Old Courthouse Custodial Supply	352.04

Fiscal Court Orders

Patrons Home Center	Custodial supplies, bulbs	5081411 · Justice Center Custodial Supply	557.53
Patrons Home Center	Faucet repairs	5081571 · Justice Center Repairs	13.58
Patrons Home Center	Lighting repairs, drain cover	5085334 · Sutherland Bldg Maint	24.23
Patrons Home Center	Custodial supplies	5085411 · Sutherland Bldg Custodial Suppl	235.03
Patrons Home Center	Extension cord, blades, pliers, keys	5090427 · Maintenance - Supplies	84.15
Patrons Home Center	Rafter square, screwdrivers	5090475 · Maintenance - Tools	49.75
Patrons Home Center	Bathroom repairs	5105571 · Law Enforc. Building Repairs	9.88
Patrons Home Center	Chain, padlock	5205427 · Animal Control Feed & supplies	21.01
Patrons Home Center	Paint	5305341 · Sr Citizens Bldg Projects	17.49
Patrons Home Center	Concession stand, waterline repairs; paint	5405348 · Recreation Program Support	56.40
Patrons Home Center	Custodial supplies	5415411 · Civic Center Custodial Supplies	236.62
Patrons Home Center	Bathroom repairs, soffitt install, paint	5415571 · Civic Center Building Repair	99.66
Petty Cash - Codes	Certified mailings	5115463 · Codes - Certified Mailing	49.08
Pinkston, Lisa	Board of Elections July-Sept 2013	5065192 · Election Officers Pay	150.00
Priority 1, Inc	Hutchins, Ice 9/20/13	5025569 · Magistrates Conferences	198.00
Quick Care Oil Lube Express	Oil changes, wiper blades, brakes, rotate tires	5105340 · Law Enforc Vehicle maintenance	1,298.05
RCS	Howardstown - belt motor and supplies	5139446 · Weather Siren Equipment	896.87
Salt River	Set light pole - Thornsberry Lane	6105578 · Utilities	135.00
SecureNet	Security system - Humane Society	5205329 · Animal Control Maint Contracts	39.95
Sheriff	Board of Elections July-Sept 2013	5065192 · Election Officers Pay	50.00
Springfield Laundry	Mats	5080411 · Old Courthouse Custodial Supply	43.00
Springfield Laundry	Mats	5081411 · Justice Center Custodial Supply	572.50
Springfield Laundry	Mats	5085411 · Sutherland Bldg Custodial Suppl	105.50
Springfield Laundry	Mats	5105411 · Law Enforc Custodial Supplies	118.00
Springfield Laundry	Mats	5415411 · Civic Center Custodial Supplies	34.50
Thermal Equipment Service	AC Compressor - driver license room	5081329 · Justice Center Main Contracts	1,832.34
Thyssenkrupp	Quarterly elevator maint agreement	5081329 · Justice Center Main Contracts	562.75
Tractor Supply	Ratchet straps	5090427 · Maintenance - Supplies	39.98
Underwood, Judith A	Civic Center Cleaning 0913	5415329 · Civic Center Maint Contracts	850.00
W W Grainger	Blower motors - circuit clerk office, small courtroom	5081334 · Justice Center Bldg Maint	260.62
Willett's Lawn & Landscape	Justice Center mowing	5081329 · Justice Center Main Contracts	680.00
Willett's Lawn & Landscape	Park mowing	5405348 · Recreation Program Support	1,910.00
Total 01 General Fund			22,850.82
02 Road Fund			
American Tire	Repair tractor tire	6105479 · Tires	255.45
Cintas	Uniforms	6105481 · Uniforms	1,011.62
Cundiff, Stacey	Claim w/Rame Contracting	730-03 · Bull Run Project	1,904.00
Donahue, Paul	Boot allowance	6105481 · Uniforms	75.00
Ellis Towing	Wrecker services - overturned tractor	6105336 · Equipment repairs	1,368.75
Fastenal	Capscrews	6105427 · Garage supplies	3.27
Fisher Auto	Motor treatment, light bulbs	6105427 · Garage supplies	34.66
GBA	Work Orders, ink cartridges	6103445 · Office Supplies	130.99
Keystops	Fuel	6105429 · Fuel	15,217.15
Kross Wholesale Tire	Bush hog tires	6105479 · Tires	930.00
Ky Home Electronics	Answering machine	6103445 · Office Supplies	24.99
Larue County Ready Mix	Alternator - IT18F Loader	6105443 · Parts	180.00
Lasco	Labor - Truck 306, lowboy trailer	6105336 · Equipment repairs	3,780.00
Lasco	Filters	6105427 · Garage supplies	145.28
Lasco	Truck 306, CAT Roller, Lowboy trailer	6105443 · Parts	2,141.35
Mago Construction	Jim Clark Loop	311 01 · District 1	8,805.38
Mago Construction	Cherrywood Ln	311 04 · District 4	15,797.71
Mago Construction	Dixie Ln	311 04 · District 4	19,200.20
Mago Construction	Ethan Allen Dr	311 04 · District 4	17,594.64
Mago Construction	Stonehouse Ridge	311 04 · District 4	58,842.20
Mago Construction	Sutherland Bldg/Rec Area - reimbursable by COB	730-04 · City of Bardstown	2,053.14
Patrons Home Center	Propane, sprayer, dust masks	6105427 · Garage supplies	108.23
Patrons Home Center	Corner iron for dually	6105443 · Parts	3.99
Salt River	Set sign pole - Thornsberry Loop	6105469 · Signs & Posts	135.00
Truck Parts & Service	Oil filter, coolant, tire supplies, hoses, rope	6105427 · Garage supplies	290.77
Truck Parts & Service	Truck 305 & 306, road truck	6105443 · Parts	127.97
Whayne Supply	120G CAT Grader - labor on re-shim	6105336 · Equipment repairs	1,055.60
Whayne Supply	120G CAT Grader, Paver	6105443 · Parts	368.42
Zee Medical	First aid supplies	6105594 · Crew Safety Equipment	89.32
Total 02 Road Fund			151,675.08
04 LGEA Fund			
Cedar Creek Quarry LLC	Hilton Lane, McIntyre Lane	6105409 · Rock	601.22
Mago Construction	Miscellaneous roads	6105405 · Hot and cold mix	44,854.04
Total 04 LGEA Fund			45,455.26
03 Jail Fund			
Clems	Food	5101425 · Food	1,252.71
Coca Cola	Inventory purchases	5101428 · Canteen Inventory	212.00
Etown Laundry	Washcloths, sheets, towels	5101437 · Linens	309.75
Etown Overhead Door	Gate repairs - call button	5101336 · Equipment Repairs	285.60
Flaget Health Center	Random testing, pre employment testing	9400547 · Employee Medical/WC Claims	95.00

Fiscal Court Orders

Flowers Baking Co	Bread	5101425 · Food	273.07
Flowers Baking Co	Inventory	5101428 · Canteen Inventory	223.44
Goldenrod Dairy	Milk	5101425 · Food	1,652.41
Good Source Solutions	Food	5101425 · Food	1,450.95
Gordon Foods	Dishmachine lease	5101336 · Equipment Repairs	85.00
Gordon Foods	Cleaning supplies	5101411 · Custodial Supplies	2,833.79
Gordon Foods	Kitchen supplies	5101423 · Food Prep & Serving Supplies	390.56
Gordon Foods	Food	5101425 · Food	5,599.45
Gordon Foods	Canteen purchases	5101428 · Canteen Inventory	342.53
IHS Pharmacy	Inmate medical	5101549 · Routine Medical	530.29
Kerr Office Plus	Copier service call	5101445 · Office Supplies	83.35
KY Cavern Water	Water	5101445 · Office Supplies	64.93
Leo Talbott & Son, Inc.	Water heater, ice machine, refrigerator, AC	5101329 · Building Main Contracts	1,072.17
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	464.52
Medica	Inmate medical	5101549 · Routine Medical	205.40
O'Dell Equipment, Inc.	Washer and dryer repairs	5101336 · Equipment Repairs	1,012.04
Patrons Home Center	Filters	5101411 · Custodial Supplies	59.88
Patrons Home Center	Wire markers, plumbing repairs, keys	5101571 · Building Repairs	60.54
Securus	Phone cards	5101428 · Canteen Inventory	472.60
USPS	2000 stamps	5101428 · Canteen Inventory	920.00
Total 03 Jail Fund			19,951.98
09 Ambulance Fund			
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	110.92
American Tire	Sq 31 33 34 35 36 38 39 41 42	5140340 · Vehicle Maintenance & Repairs	1,026.15
American Tire	Sq 33 34 35 36 39	5140439 · Oil, lubes	428.28
American Tire	Sq 34 36 38	5140443 · Vehicle Parts	1,039.93
American Tire	Sq 31	5140479 · Tires	6.43
Beaven Equipment	Sq 32 37 41	5140340 · Vehicle Maintenance & Repairs	990.00
Beaven Equipment	Sq 32 37 41	5140443 · Vehicle Parts	1,555.70
Bluegrass Uniforms	Uniforms	5140481 · Staff Uniforms	121.50
Danville Office	Ink cartridges, toner, paper, labels, envelopes	5140445 · Office Supplies	286.43
Flaget Health Center	Random testing	9400547 · Employee Medical/WC Claims	60.00
Fleet Matics	GPS Service Agreement	5140336 · Equipment Maintenance & Repairs	482.50
Foremost Equipment	Medical equipment/supplies	5140550 · Medical supplies & Materials	1,618.00
Galls	Uniforms	5140481 · Staff Uniforms	159.00
Gateway EDI LLC	Electronic claims	5140445 · Office Supplies	51.75
Hendricks, John	KAPA Conference fees	5140569 · Training	100.00
Holt Computers	Repair and service computers	5140336 · Equipment Maintenance & Repairs	240.00
Kenny's Laundry	Alterations - EMS	5140481 · Staff Uniforms	32.05
Louisville Metro CPR	2013 BLS/HCP cards	5140569 · Training	306.00
Newcomb Oil Co	Fuel	5140429 · Fuel & Oil	8,757.72
On-Duty Depot	LED corner inserts	5140443 · Vehicle Parts	144.00
On-Duty Depot	Lapel pins, uniforms	5140481 · Staff Uniforms	381.98
Patrons Home Center	Building renov materials	5140334 · Building maintenance	126.45
Patrons Home Center	Filters - Station III	5140411 · Custodial supplies	20.72
Pat's Alterations	Uniform alterations	5140481 · Staff Uniforms	70.00
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	695.65
S & R Supply	Station I	5140334 · Building maintenance	57.89
Select-Tech Inc	Sq 31	5140443 · Vehicle Parts	122.36
Titan Medical Supply LLC	Medical supplies	5140550 · Medical supplies & Materials	150.00
Xerographic Business Systems	Fuser	5140445 · Office Supplies	116.00
Total 09 Ambulance Fund			19,257.41
SUBTOTAL GENERAL FUND BILLS			$ 259,190.55
13 Solid Waste Fund			
American Tire	Shop tires	5215479 · Tires	$ 3,595.92
Ellis Towing	Truck 416	5215336 · Equipment Repair	1,160.00
Fisher Auto	Oil dry, headlight bulbs	5215427 · Garage supplies	62.15
Fisher Auto	Truck 416; headlight bulbs	5215443 · Parts	41.90
Flaget Health Center	Random testing, post accident testing	9400547 · Employee Medical/WC Claims	155.00
Keystops	Fuel	5215429 · Fuel & Lubricants	14,878.28
Lasco	Rim	5215443 · Parts	240.00
Mackin's Wrecker	Tow fee - Truck 414	5215336 · Equipment Repair	350.00
Raben Tire Co	Tires, repairs	5215479 · Tires	646.07
Republic Diesel	Truck 410 412 413; filters	5215443 · Parts	2,588.40
Salt River	Garbage billing services	5215320 · Collection Contracts	9,398.76
Springfield Laundry	Uniforms	5215481 · Employee uniforms	378.40
Truck Parts & Service	Tire patching materials	5215443 · Parts	12.92
UHL Truck Sales	Truck 414	5215443 · Parts	96.90
Total 13 Solid Waste Fund			33,604.70
15 Landfill Fund			
American Tire	Tractor tire	5210479 · Tires	968.51
American Tire	Recycle truck	5217479 · Recycling Truck tires	508.08
Duplicator Sales & Service	Monthly copy charges	5210445 · Office Expense	56.97

Fiscal Court Orders

Fisher Auto	Filters, ignition coil, spark plugs	5210443 · Parts	143.37
GBA	Letterhead	5210445 · Office Expense	144.00
Gordon Foods	Coffee	5210445 · Office Expense	178.82
Indoor Air Quality	Air filters	5210411 · Custodial supplies	78.00
Keystops	Fuel	5210429 · Fuel & Lubricants	6,261.96
Kimball Midwest	Welding supplies	5210443 · Parts	227.87
Lasco	Starter fluid	5210427 · Main supplies	40.60
Lasco	Axle shaft, pinion seal; Truck 304	5210443 · Parts	645.59
McCoy & McCoy	Monitoring	5210324 · Environmental Monitoring	13,867.60
Patrons Home Center	Sprayer for wash station	5210427 · Main supplies	49.98
Patrons Home Center	Paint and repair supplies	5210571 · Landfill Repairs	88.66
Quality Auto Glass	826C Compactor	5210443 · Parts	130.00
Quill Corporation	Printer - Lee	5210445 · Office Expense	329.99
Republic Diesel	963C Compactor	5210443 · Parts	620.80
Spalding, Brad	Boot allowance	5210481 · Uniforms	75.00
SpringCo Janitorial	Custodial supplies	5210411 · Custodial supplies	479.39
Springfield Laundry	Cleaning supplies	5210427 · Main supplies	103.00
Springfield Laundry	Uniforms	5210481 · Uniforms	281.20
Tractor Supply	Air hose	5210427 · Main supplies	79.99
Truck Parts & Service	Roto lok, disc holder	5210443 · Parts	124.56
Whayne Supply	826C Compactor	5210443 · Parts	1,795.44
Total 15 Landfill Fund			27,279.38
23 Occupational Tax Fund			
Cedar Creek Quarry LLC	DWP baseball field project	5405718 · Recreation capital	461.59
Danville Office	Paper, moistener	5047445 · OLF Office supplies	45.37
Patrons Home Center	DWP Baseball field project	5405718 · Recreation capital	449.20
USPS	Postage	5047445 · OLF Office supplies	20.00
Total 23 Occupational Tax Fund			976.16
97 PIC			
Patrons Home Center	Faucet install, exit signs, screens	5082334 · SOB Bldg Main	320.46
Patrons Home Center	Custodial supplies	5082411 · SOB Custodial Supplies	239.61
Springfield Laundry	Mats	5082411 · SOB Custodial Supplies	30.00
Willett's Lawn & Landscape	Greenspace mowing	5085329 · Building Main Contracts	400.00
Total 97 PIC			990.07
SUBTOTAL PIC BILLS			**$ 62,850.31**
TOTAL BILLS FOR APPROVAL			**$ 322,040.86**

NELSON COUNTY FISCAL COURT
PAID BILLS/TRANSERS FOR COURT APPROVAL
September 17, 2013

Fund/Vendor	Description	Account	Amount
General Fund			
Buzick	Excavator rental - generator install	5305341 · Sr Citizens Bldg Projects	$ 220.00
Less Discount			(8.80)
Ky County Judge Assoc	Fall Conference	5001569 · CJE Training	75.00
Stewart Hurst Electric	Electrical work - install generator, transfer switches	5135739 · Emergency Services Equipment	7,489.00
Whayne Supply	Generator - EMA Grant 2013	5135739 · Emergency Services Equipment	57,842.00
Rogers, Justin	Contract labor	5405348 · Recreation Program Support	240.00
Rogers, Justin	Contract labor- horse arena	5405715 · Fairgrounds Improvements	288.00
Jail Fund			
Rogers, Justin	Contract labor	5101329 · Building Main Contracts	192.00
EMS Fund			
Buzick	Paneling	5140334 · Building maintenance	27.45
Less Discount			(1.10)
Solid Waste Fund			
Casteel, Johnnie	Property damage claim/settlement	5215571 · Property damage claims	2,200.00
Landfill Fund			
General Fund	Budgeted transfer - FY 14 appropriation	4909 01 · Transfers to General Fund	100,000.00
Lawson Products	Shop and welding supplies	5210427 · Main supplies	190.17
Less Discount			
Rogers, Justin	Contract labor	5217161 · Recycling Contract Labor	96.00
TOTAL PAID BILLS AND TRANSFERS			**$ 168,849.72**

Fiscal Court Orders

Nelson County Fiscal Court
Additional Bills for Court Approval
September 17, 2013

Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll processing 090613	9100301 · Payroll Processing	$ 405.02
BDM Collision Center, Inc.	2011 Chevy Impala	5105340 · Law Enforc Vehicle maintenance	1,756.40
BP Gas	Fuel	5105429 · Law Enforc Fuel	5,173.59
Holt Computers	Service call - Logan and Don's computers	5115445 · Codes - Office Supplies	120.00
Speedway	Fuel	5105429 · Law Enforc Fuel	1,835.13
Stewart Hurst Electric	Final draw - install generator, transfer switches	5135739 · Emergency Services Equipment	1,361.00
Stewart Hurst Electric	Generator install	5305341 · Sr Citizens Bldg Projects	350.00
Watts, Joseph D.	Mileage reimbursement 061913-091613	5001577 · CJE Travel	251.92
Total 01 General Fund			11,253.06
02 Road Fund			
Kimball Midwest	Garage supplies	6105427 · Garage supplies	164.71
Mago Construction	Simpson Creek Road	6105311 05 · District 5	31,553.34
Mago Construction	Simpson Creek Road	6105730-01 · Flex Funds Projects	44,000.00
Rame Contracting LLC	Ky 46 Contact - Draw #5	6105730-03 · Bull Run Project	67,031.10
Whayne Supply	2013 924K Front End Loader	6105713 · Road Equipment	148,957.54
Total 02 Road Fund			291,706.69
09 Ambulance Fund			
Green River Graphics	Remove decals from truck	5140340 · Vehicle Maintenance & Repairs	150.00
Total 09 Ambulance Fund			150.00
15 Landfill Fund			
Earthmoving Equipment	826C Compactor- rebuild engine	5210717 · Landfill Equipment	17,246.04
Total 15 Landfill Fund			17,246.04
			$ 320,355.79

NELSON COUNTY FISCAL COURT
FY 14 TRANSFERS FOR APPROVAL
September 17, 2013

Account Name	Transfer From	Transfer to	Amount
01 GENERAL FUND			
Reserve for emergencies/transfer	9200-999		(59,450)
Old Courthouse Bldg Maint		5080-334	7,000
Old Courthouse Maint Contracts	5080-329		(7,000)
Justice Center Building Maint		5081-334	20,000
Justice Center Maint Contracts	5081-329		(20,000)
Sutherland Bldg Maint		5085-334	9,000
Sutherland Bldg Maint Contracts	5085-329		(9,000)
Old Library Bldg Maint		5087-334	700
Old Library Bldg Maint Contracts	5087-329		(700)
Law Enforcement Bldg Maint		5105-334	3,000
Law Enforcement Bldg Repairs		5105-571	800
Law Enforcement Staff Training		5105-569	500
Law Enforcement Maint Contracts	5105-329		(3,800)
Law Enforcement Supplies	5105-427		(500)
Code Enforcement - Certified Mailings		5115-463	600
Code Enforcement - Tires		5115-479	500
Code Enforcement - Office Expense	5115-445		(600)
Code Enforcement Officer Wages	5115-187		(500)
EMA Fuel		5135-429	1,000
Weather Siren Equipment		5139-446	1,000
Central Dispatch GIS Services		5145-545	16,000
Animal Control Bldg Maint		5205-334	200
Animal Control Supplies		5205-427	100
Animal Control Maint Contracts	5205-329		(300)
Sr Center Bldg Projects		5305-341	1,300
Sr Center Bldg Repairs		5305-571	300
Sr Center Maint Contracts	5305-329		(300)
County Fair Project - Temp Loan		5420-509	62,500
Transfers from Occ License Fund	4910-23		(62,500)
Civic Center Complex Bldg Repairs		5415-571	6,000
Civic Center Complex Maint Contracts	5415-329		(6,000)
Sutherland Bldg Renovations		5085-741	20,000
Emergency Services Equipment		5135-739	12,000
Fairgrounds Improvements		5405-715	8,000
Contract Services - Reimbursable		9100-315	150

Fiscal Court Orders

02 ROAD FUND			
Reserve for emergencies/transfer	9200-999		(8,700)
Road Equipment		6105-713	4,000
Road Office Equipment		6105-725	2,600
Road Projects - City of Bardstown		6105-730-04	2,100
03 JAIL FUND			
Reserve for emergencies/transfer	9200-999		(12,000)
Building Repairs		5101-571	4,000
Building Maint Contracts	5210-329		(4,000)
Jail Office Equipment		5210-725	12,000
04 LGEA FUND			
Reserve for emergencies/transfer	9200-999		
Hot and cold mix		6105-405	23,000
Rock	6105-409		(23,000)
09 EMS			
Reserve for emergencies/transfer	9200-999		(900)
Licenses		5140-543	700
Staff Travel		5140-577	200
15 LANDFILL FUND			
Reserve for emergencies/transfer	9200-999		(22,600)
Radio Repair and Maint		5210-339	200
Custodial Supplies		5210-411	2,000
Tools		5210-475	500
Office Expense	5210-445		(2,000)
Parts	5210-443		(700)
Recycling Truck Tires		5217-479	100
Recycling Contract Labor	5217-161		(100)
Landfill Equipment		5210-717	17,500
Landfill Office Equipment		5210-725	5,100
23 OLF			
Reserve for emergencies/transfer	9200-999		(76,500)
Consulting Services		5405-309	9,500
Stephen Foster Drama		5420-507	4,500
Transfers to General Fund		4909-01	62,500

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DEPARTMENT REPORTS

**EMS

REGULAR REPORT - Eva Prewitt presented regular EMS report:

09/16/2013

Monthly EMS Run Totals
As of August 2013

Areas	Monthly Completed Runs	Monthly Run Transport	Monthly Total Calls	Year-To-Date Calls	Monthly Charges	Year-To-Date Charges	Average Charge per Run
Bardstown Area	386	95	481	937	$ 261,182.45	$ 547,604.70	$ 584.4[illegible]
Bloomfield Area	20	6	26	56	$ 14,722.85	$ 35,862.20	$ 640.40
New Haven Area	14	3	17	53	$ 11,297.40	$ 30,691.85	$ 579.09
Boston Area	7	3	10	19	$ 5,627.85	$ 10,060.10	$ 529.48
Cox's Creek Area	15	6	21	40	$ 9,313.55	$ 19,663.25	$ 491.58
TOTAL	442	113	555	1105	$ 322,144.10	$ 643,882.10	$ 582.70
Average Per Day	14.3	3.6	17.9	17.8	$ 10,391.74	$ 10,365.20	
Collections YTD						$ 347,240.00	
Collection Per Run						$ 314.24	
Cost Per Run						$ 399.63	
Difference						$ (85.39)	

Previous Year [illegible]	Totals	536	1042	$ 317,453.00	$ 629,477.80
Previous Year Difference		20	43	$ 4,691.10	$ 14,404.30
Previous Year [illegible]	Totals	509	1000	$ 349,940.00	$ 678,548.80
Difference From Current Year		46	46	$ (27,795.90)	$ (37,082.80)
Previous Year [illegible]	Totals	449	1048	$ 322,921.60	$ 596,380.00
Difference From Current Year		-4	58	$ (778.50)	$ 48,502.10
Previous Year [illegible]	Totals	457	993	$ 264,075.00	$ 564,316.00
Difference From Current Year		58	112	$ 58,069.10	$ 78,567.10
Previous Year [illegible]	Totals	516	1016	$ 294,987.00	$ 530,837.00
Difference From Current Year		39	89	$ 27,177.10	$ 113,545.10

"113 INCOMPLETE RUNS AND ONLY 14 TREAT NO TRANSPORT"

July 2013

Monthly Summary
Aug-12

	Beginning Mileage	Ending Mileage	GALLONS (Actual)	LOADED MILES (PER TRIP)	TOTAL TRIP MILES	DEAD MILES	Actual Monthly Miles	Diesel Gasoline Actual Monthly MPG	Fuel Cost Fuel Cost Mileage after 10-8	$3.68 $2.49 Total All Miles X Fuel Cost	Dead Miles x 10-8 Miles X Fuel Cost	Loaded Miles X Fuel Cost
Squad 31	104,095.0	106,691.0	264.8	925.9	1,879.9	954.0	2,596.0	9.8	716.1	$1,027.42	$377.57	$366.45
Squad 32	65,746.0	68,618.0	229.5	1,018.0	2,100.2	1,082.2	2,872.0	12.5	771.8	$890.46	$335.53	$315.63
Squad 33	50,832.0	53,830.0	332.5	1,025.4	2,075.4	1,050.0	2,998.0	9.0	922.6	$1,290.10	$451.84	$441.25
Squad 34	257,916.0	260,170.0	254.0	812.0	1,702.5	890.5	2,254.0	8.9	551.5	$985.82	$389.35	$355.03
Squad 35	122,912.0	127,002.0	419.0	1,449.0	2,859.0	1,410.0	4,090.0	9.8	1,231.0	$1,625.72	$560.46	$575.96
Squad 36	181,143.0	184,305.0	332.0	1,239.9	2,340.8	1,100.9	3,162.0	9.6	821.2	$1,288.16	$448.49	$505.12
Squad 37	213,522.0	214,514.0	105.5	381.1	771.3	390.2	992.0	9.4	220.7	$409.34	$161.01	$157.26
Squad 38	262,588.0	264,416.0	160.5	562.1	1,264.6	702.5	1,828.0	11.4	563.4	$622.74	$239.32	$191.49
Squad 39	20,859.0	22,499.0	200.1	535.6	1,543.6	708.0	1,640.0	8.2	96.4	$776.39	$335.17	$395.58
Squad 41	240,787.0	240,917.0	20.0	50.4	100.0	49.6	130.0	6.5	30.0	$69.80	$26.63	$27.06
Medic 1	85,016.0	85,200.0	16.5	0.0	0.0	0.0	184.0	11.2	184.0	$57.59	$0.00	$0.00
Total All			2334.4	8299.4	16837.3	8337.9	22748	9.7	6108.7	$9,043.24	$3,325.38	$3,330.82

Prewitt updated Court members on the installation of the generators at the Law Enforcement Building and at the Senior Center, and of on-going work with Salt River RECC related to the radio tower on their property.

**JAIL

Regular report presented by Jailer Dorcas Figg:

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	In House
SEPTEMBER						
Wed. 04	105	3	2	22	3	97
Thur. 05	111	2	2	22	3	103
Fri. 06	100	2	2	21	3	93
Sat. 07	94	2	3	21	1	88
Sun. 08	95	2	3	21	1	89
Mon. 09	96	2	3	21	4	87
Tue. 10	100	2	3	20	5	90
Wed. 11	94	2	1	18	5	86
Thur. 12	100	2	1	21	5	92
Fri. 13	100	1	1	21	5	93
Sat. 14	97	0	1	21	4	92
Sun. 15	98	0	1	21	3	94
Mon. 16	101	0	1	21	5	95
Tue. 17	101	0	1	21	6	94

AUGUST 2013 DAILY AVERAGE

	Mandays	Average
CI	423	13
CD	277	8
NELSON	2647	58
TOTAL	3347	107

NEW ARREST AND RELEASES F/AUGUST 2013

ARRIVALS	MALE	FEMALE	TOTAL
	160	48	208
RELEASES	MALE	FEMALE	
	153	52	205

SENTENCED INMATES	
DISTRICT COURT	8
WEEKENDS	6
WAITING COURT	10
HIP	1
WORK RELEASE	3
C/S	2
STATE SENTENCED	
CI	11
CD	10
CI SERVING WEEKENDS	0
COMMUNITY SERVICE	7
WORK RELEASE	0
CIRCUIT WAITING COURT	55
DRUG COURT	0

TOTAL OF 55 HAS NOT BEEN SENTENCED

NELSON COUNTY JAIL

NUMBER OF DAYS INMATES SERVED F/AUGUST 2013

DAYS	INMATES	DAYS	
1	75	16	4
2	49	17	2
3	11	18	3
4	10	19	4
5	18	20	4
6	6	21	3
7	7	22	2
8	6	23	3
9	4	24	3
10	8	25	1
11	3	26	2
12	5	27	2
13	3	28	2
14	5	29	2
15	6	30	5
		31	49

SMOKE EVAC - System is intended, in case of fire, to pull smoke from cells as quickly as possible in order to be able to get inmates back to cells as soon as possible. Upgrade of system is considered to be needed in view of age of the old system and due to changes in the jail facility; upgrades will be done in phases. Bids were received as follows:

Nelson County Jail,
HVAC & Smoke Evac Renovation Project
Project # 2013-NC-010

BID OPENING
Sept. 5, 2013
10:00 A.M.

Contractor	Phase 1 Work Replace Exhust Fans	Phase 2 Work Replace Smoke Detectors	Phase 3 Work Replace RTU # 1	Access Panels	Total Bid
GBMC, Inc. Clarksville Indiana	$86,040.00	$44,793.00	$95,989.00	831/each	$226,822.00
United Mechanical Louisville, KY	$51,750.00	$33,100.00	$90,500.00	400/each	$175,350.00
Schardein Mechanical Louisville, KY					NO BID
Hussung Mechanical Contractors Louisville, KY					NO BID

On motion of Keith Metcalfe, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the total package as bid by United Mechanical at $175,350.00, authorizing that the county move forward with Phase I of the project and reporting back to Court members prior to beginning various phases of the project; project can be held up if specs are not met to County Engineer's satisfaction.

**ROAD DEPARTMENT

REGULAR REPORT - Jim Lemieux reported that 1) the third round of mowing has been completed throughout the county; 2) hot mix patching is on-going; and 3) Pottershop Rd. intersection is finished, but re-striping might be necessary.

STATE RESURFACING OF VARIOUS COUNTY ROADS - On motion of Bernard Ice, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to issue a purchase order for resurfacing of various county roads that are to be funded under an agreement with the State of Kentucky once that agreement has been received. Copy of agreement follows:

NELSON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
$120,000 – FD39 FUNDS
$60,000 – CB06 FUNDS

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
NELSON COUNTY

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the **"Department,"** and Nelson County, 1 Court Square, PO Box 578, Bardstown, KY 40004, hereinafter referred to as the "**County**".

WITNESSETH:

WHEREAS, the parties hereto desire to resurface various county roads in Nelson County, which shall hereinafter be referred to as the **"Project"**;

WHEREAS, the **County** desires to be the lead agency and perform this **Project** to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the **County** shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the **County** has asked the **Department** for funding assistance for costs incurred during this **Project**;

WHEREAS, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **County** up to $120,000 in state contingency funding (FD39) and $60,000 in state rural secondary program funding (CB06) for the completion of this **Project**; and

WHEREAS, any cost in excess of the reimbursement funding ($180,000) for this **Project** will be the responsibility of the **County**.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** agrees to reimburse the **County** up to $180,000 for completion of work by the **County**, or consultants, contractors, or subcontractors hired by the **County**, under the obligations of this Agreement for the following **Project:**

   To resurface the following various county roads:

   - Wilkerson Road (CR 1058) from 0.242 miles south of Murray Run Road extending southerly to Plum Run Road for approximately 1.23 miles.
   - Hibbs Lane (CR 1310) from 1.2 miles northeast of Old Louisville Road extending northeasterly to 0.891 miles south of Whitesides Road for approximately 0.98 miles.
   - Joe Nally Lane (CR 1255) from Humphrey Lane extending westerly to the end of county maintenance for approximately 0.41 miles.
   - Greer Lane (CR 1125) from 0.913 miles west of KY 605 extending westerly to 0.758 miles east of Pottershop Road for approximately 0.47 miles.
   - Clarkstown Road (CR 1137) from 0.520 miles north of KY 457 extending northerly to 1.176 miles north of KY 457 for approximately 0.66 miles.

   This **Project** is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. The **County** may choose to resurface any of the roads listed above at their own discretion, however, any ineligible costs, costs in excess of $180,000 or any road not listed above is the responsibility of the **County**.

2. The **Department** has authorized up to $120,000 in state contingency funding (FD39) and $60,000 in state rural secondary program funding (CB06) for all eligible expenses for this **Project**. This funding shall be made available for reimbursement to the **County** for all eligible expenses to the **Project**. The **County** shall be responsible for all eligible costs above the $180,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.

3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied, the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.

4. The effective date of this Agreement is the date of signature by the Secretary of the **Department's** Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **County** for eligible work activities completed and costs incurred prior to expiration.

5. The **County** shall follow state specifications for each necessary phase of this **Project**. The **County** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **County** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 4 Office in

Elizabethtown. In addition, the **County** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **County** through the **Department's** District 4 Chief District Engineer in Elizabethtown prior to the awarding of any contract for work or materials to be used on this **Project.**

6. Should the **Project** require any design services, the **County** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 4 Chief District Engineer in Elizabethtown. The **County** shall be responsible for all **Project** design activities, which may be completed either by the **County's** staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **County** shall submit and obtain concurrences to the **Department's** District 4 Chief District Engineer in Elizabethtown final design plans, specifications, and a total estimate prior to any construction. When applicable, the **County** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the **County** and the **County** does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the **County** will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the **County** believes to be the fair market value of the property based upon a fair market value appraisal approved prior to any offer by the **Department**, Division of Right of Way and Utilities. The **County** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.

8. The **County** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 4 Office in Elizabethtown. The **County** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **County**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

9. The **County** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **County** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified

appraiser and reviewer list. If the **County** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **County** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **County** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **County** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Relocation Assistance Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, edition 2008 as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

12. The **County** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **County** shall be responsible for all **Project** construction activities, which may be completed either by the **County's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be

made to the lowest responsive bidder meeting the criteria of responsibility established by the **Department.** The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **County** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **County** as a result of this Agreement.

13. The **County** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **County** oversight, conformance with all laws, regulations, and policies and provide assistance to the **County** as may be necessary.

14. The **County** may submit to the **Department's** District 4 Office in Elizabethtown current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **County** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.

15. The **County** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **County** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 4 Chief District Engineer in Elizabethtown prior to final payment of the **Project**. When both the **County** and the **Department** accept the field work as complete, the **County's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **County** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **County** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

16. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **County** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **County** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.

17. The **County** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **County** shall submit to the **Department's** District 4 Office in Elizabethtown documented invoices of materials, equipment, and labor used on the **Project,** including certification that the work was accomplished on a publicly maintained facility.

18. No member, officer, or employee of the **Department** or the **County** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **County** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **County** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **County** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.

19. To the extent permitted by law, the **County** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.

20. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
    a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **County**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **County**, its agents, employees and contractors, the **Department** shall reimburse the **County** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
    b. The **County** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **County** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **County** to cancel the Project or cancel its obligations under this Agreement, the **County** shall reimburse the **Department** for all funding reimbursements made under this Agreement.
    c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **County** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **County** and the **Department** and be evidenced in writing.

21. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document

22. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **County** hereby acknowledges it is responsible to inform any

entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

23. KRS 45A.485 requires the **County** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The **County** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the

PAGE 13 OF AGREEMENT
WILL BE ADDED AS
SOON AS AVAILABLE

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

NELSON COUNTY

Dean Watts
Dean Watts
Judge/Executive

DATE: 9/19/13

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Michael W. Hancock
Secretary

DATE:

APPROVED AS TO FORM & LEGALITY

Todd Shipp
Todd Shipp
Office of Legal Services

DATE: 9/10/13

**LANDFILL/SOLID WASTE
Brad Spalding reported as follows:

1) Additional repair (replacement of head) that was found necessary to the compactor resulted in an added expenditure of about $3,600 over the original quote that was given for compactor repair;

2) Truck 414, about two years old, cracked a piston line--this truck is under warranty;

3) Inspection this past week was good, with only request being that seeding and strawing take place before winter; and

4) Shop plans have been given to Court members--recommendations or suggestions should be presented soon.

*** ***** ***

BASEBALL FIELDS

Brad Spalding updated Court members on the Baseball Fields project, describing it as a complicated job that was done to help with drainage. Baseball Association has asked that the county plant trees in the area at their expense; they have applied for and received a small grant to help with cost of trees. Jason Floyd explained the Baseball Association's needs and plans as they were presented prior to the asphalt that has recently been put down. Brad Spalding recommended that the Baseball Association redraw their plans for trees at the baseball fields, with plans to be approved and overseen by Brad Spalding. On motion of Keith Metcalfe, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED that the tree project is approved under the condition that Brad Spalding and Jason Floyd oversee the project and that trees do not impact the asphalt.

*** ***** ***

Fiscal Court Orders

Sept. 17, 2013
REGULAR SESSION OF NELSON FISCAL COURT

Book 37
Page 77

MATTER OF RECORD - DOCUMENTS RE FAIR BOARD PROMISSORY NOTE

RESOLUTION

At a Special Meeting of **NELSON COUNTY FAIR BOARD, INC.**, held on Sept. 10, 2013, at 6:00 p.m., at the principal office of the Company located at 2391 New Haven Rd., Bardstown, Kentucky 40004, the following resolution was adopted and ratified by all Officers;

BE IT RESOLVED that Keith Willett, President, **is hereby empowered to execute any and all documents necessary to execute a note to the Nelson Fiscal Court in the amount of $62,000.00, and such authority granted herein requires only the signature of** Keith Willett, President.

NELSON COUNTY FAIR BOARD
BY: Keith Willett
David C. Holderman V-PRES.

PROMISSORY NOTE

Sept. 10, 2013 Bardstown, Kentucky

$62,000.00

FOR VALUE RECEIVED, the undersigned promises to pay to the order of NELSON FISCAL COURT, the principal sum of SIXTY-TWO THOUSAND DOLLARS AND 00/100 ($62,000.00), with interest thereon at the rate of zero percent (0%) per annum, due and payable five years from date.

In the event that the undersigned fails to pay this note as set out above in order to satisfy the indebtedness, the undersigned shall reimburse the holder of this note for all court costs, attorneys fees and other expenses incidental to the collection of all obligations in this note.

NELSON COUNTY FAIR BOARD, INC.
BY: Keith Willett
Keith Willett, President
David C. Holderman V-PRES.

*** ***** ***

PLANNING AND ZONING - REZONING ORDINANCES (FIRST READING)

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinances amending the zoning map for Nelson County, which changes were presented in accordance with the zoning regulations and have been reviewed by the Joint City-County Planning and Zoning Commission as evidenced by written notice to that effect.

Said proposed ordinances were read in open Court in resume form and full copies of the proposed ordinances are as follows:

#2400 Jeffrey and Wendy Lewis - No recommendation made to Nelson Fiscal Court - Planning Commission tie vote 4-4

AN ORDINANCE AMENDING AND ADOPTING AS AMENDED ZONING MAP ENTITLED "ZONING MAP, CITIES OF BARDSTOWN, BLOOMFIELD, FAIRFIELD, NEW HAVEN AND NELSON COUNTY, KENTUCKY"

BY CHANGING THE DISTRICT CLASSIFICATION OF PROPERTY LOCATED IN NELSON COUNTY AS HEREINAFTER DESCRIBED FROM A-1, AGRICULTURE DISTRICT TO BE REZONED AS B-4, GENERAL BUSINESS DISTRICT.

WHEREAS, the Joint City-County Planning Commission of Nelson County, Kentucky, on August 13, 2013 held a public hearing under the provisions of KRS Chapter 100, and after careful consideration, the Commission on August 27, 2013, tied 4-4 and made no recommendation to the Fiscal Court of Nelson County;

WHEREAS, the Nelson Fiscal Court held a first reading on September 17, 2013 and made the factual determination that there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the adopted comprehensive plan and which have substantially altered the basic character of the area;

WHEREAS, the Nelson Fiscal Court approved for rezoning on the condition that the zoning of the property revert back to A-1 zoning if Jeffrey and Wendy Lewis cease operation of their tool and die business at this location or sell the business to a non-immediate family member; and

WHEREAS, after due advertisement held a second reading and adoption on October 1, 2013, and after due consideration,

NOW, THEREFORE, UPON MOTION OF _____, SECONDED BY _____, AND A VOTE BEING HAD AND THE COUNTY JUDGE ANNOUNCING THAT THE MOTION CARRIED,

NOW THEREFORE BE IT ORDAINED BY THE FISCAL COURT OF NELSON COUNTY, COMMONWEALTH OF KENTUCKY:

SECTION I: Boundaries of the district as shown on district map entitled "ZONING MAP, CITIES OF BARDSTOWN, BLOOMFIELD, FAIRFIELD, NEW HAVEN AND NELSON COUNTY, KENTUCKY" be and the same are hereby amended for reasons adopted and stated in the recommendation of the Nelson Fiscal Court, specifically including the special condition, based upon the sworn testimony of the agent of the applicant, that the zoning will revert to A-1 (Agricultural District) in the event that the applicants cease operation of their tool and die business or sell the business to a non-immediate family member, all of which is made a part hereof as if fully set out herein, so that the following described property of Jeffrey and Wendy Lewis is presently A-1, Agriculture District be and the same is placed as B-4, General Business District and said property is described as follows:

> Beginning at an existing iron pin in the south line of KY 48 corner to Tract 2 of Jeffrey and Wendy Lewis (Plat Cbt. 10 – Slot 2); thence, with the south line of the road, 50' from and parallel to the centerline, S 82 degrees 41'15"E - 55.77' to an iron pin set; thence, with a division line of Lewis, S 33 degrees 36'46"W - 454.26' to an iron pin set in the line of Tract 1 of Jeffrey and Wendy Lewis (Plat Cbt. 10 – Slot 2); thence, with the lines of Tract 1, S 53 degrees 12'18"E - 168.07' to a post, S 12 degrees 19'22" W - 211.75' to

a post and S 85 degrees 24'07"W - 282.51' to a post; thence, with division lines of Tract 1, N 05 degrees 39'59"E - 155.16' to an iron pin set and N 33 degrees 36'46"E - 247.09' to an existing iron pin corner to Tract 2; thence, with Tract 2, N 33 degrees 36'46" E - 426.77' to the point of beginning containing 2.319 acres.

SECTION II: This Ordinance becomes effective immediately upon passage by the Fiscal Court of Nelson County.

SECTION III: This Ordinance shall be published in the Kentucky Standard newspaper by title and summary within 30 days after adoption.

SECTION IV: This Order or parts of Orders in conflict herewith are repealed to the extent of such conflict.

After a first reading, motion was made by CJ/E Dean Watts, second by Sam Hutchins, IT IS HEREBY ORDERED that legal notice advertising the second reading and possible adoption of the proposed ordinance be published in The Kentucky Standard in accordance with KRS 424.

#2402 David K and Corinne A Shain Recommended for approval by the Planning Commission

AN ORDINANCE AMENDING AND ADOPTING AS AMENDED ZONING MAP ENTITLED "ZONING MAP, CITIES OF BARDSTOWN, BLOOMFIELD, FAIRFIELD, NEW HAVEN AND NELSON COUNTY, KENTUCKY"

BY CHANGING THE DISTRICT CLASSIFICATION OF PROPERTY LOCATED IN NELSON COUNTY AS HEREINAFTER DESCRIBED FROM A-1, AGRICULTURE DISTRICT TO BE REZONED AS R-1A, SINGLE FAMILY RESIDENTIAL DISTRICT.

WHEREAS, the Joint City-County Planning Commission of Nelson County, Kentucky, on August 13, 2013 held a public hearing under the provisions of KRS Chapter 100, and after careful consideration, the Commission on August 27, 2013, voted to approve and recommend the amendment to the Fiscal Court of Nelson County.

WHEREAS, the Court held a first reading on September 17, 2013 and after due advertisement held a second reading and adoption on October 1, 2013, and after due consideration,

UPON MOTION OF _____, SECONDED BY _____, AND A VOTE BEING HAD AND THE COUNTY JUDGE ANNOUNCING THAT THE MOTION CARRIED,

NOW THEREFORE BE IT ORDAINED BY THE FISCAL COURT OF NELSON COUNTY, COMMONWEALTH OF KENTUCKY:

SECTION I: Boundaries of the district as shown on district map entitled "ZONING MAP, CITIES OF BARDSTOWN, BLOOMFIELD, FAIRFIELD, NEW HAVEN AND NELSON COUNTY, KENTUCKY" be and the same are hereby amended for reasons adopted and stated in the recommendation of the Joint City-County Planning Commission all of which is made a part hereof as if fully set out herein, including the letter of recommendation dated August 30, 2013, from the said Joint City-County Planning Commission of Nelson County to the Nelson County Fiscal Court, so that the following described property of David K. and Corinne A. Shain is presently A-1, Agriculture District be and the same is placed as R-1A, Single Family

Residential District and said property is described as follows:

Beginning at a spike nail in the top of a broken comer post, said spike nail being in the south right-of-way of the Deatsville Loop (Old KY 245) and being the northwest corner of Lot No. 1 of the Crystal Springs Subdivision recorded in P. B. 2, slide No. 208; thence leaving said right-of-way and with the division line of said lot South 16 degrees 45'48" West, 205.09 feet to an iron pipe, said iron pipe being the southwest corner of said lot and being the northwest corner of the land of R. A. Allgeier; thence with the division line of R. A. Allgeier South 16 degrees 51'20" West, 181.81 feet to an iron rod in the north right-of-way of KY 245; thence leaving the division line of R. A. Allgeier and with the north right-of-way of KY 245 North 50 degrees 46'07" West, 53.37 feet to an existing concrete monument located in said right-of-way; thence North 49 degrees 30'18" West, 524.61 fee to an iron rod set in said right-of-way, 0.40 feet northeast of an existing concrete monument; thence North 48 degrees 24'18" West, 299.83 feet to an iron rod set in said right-of-way, 2.00 feet northwest of an existing concrete monument; thence leaving the north right-of-way of KY 245 and with the east right-of-way of Road Approach (S-5-A) North 4 degrees 51'50" East, 71.42 feet to an existing concrete monument located in said right-of-way; thence North 89 degrees 25'29" East, 84.58 feet to an existing concrete monument in said right-of-way; thence South 72 degrees 36'49" East 119.54 feet to an existing concrete monument in said right-of-way and in the south right-of-way of the Deatsville Loop (Old KY 245); thence leaving the east right-of-way of Road Approach (S-5-A) and with the south right-of-way of the Deatsville Loop (Old KY 245) South 65 degrees 18'31" East, 171.50 feet to an iron rod; thence South 66 degrees 22'22" East, 127.10 feet to an iron rod; thence South 67 degrees 32'36" East, 153.26 feet to an iron rod; thence South 69 degrees 43'45" East, 168.18 feet to the point of beginning containing 4.540 acres.

SECTION II: This Ordinance becomes effective immediately upon passage by the Fiscal Court of Nelson County.

SECTION III: This Ordinance shall be published in the Kentucky Standard newspaper by title and summary within 30 days after adoption.

SECTION IV: This Order or parts of Orders in conflict herewith are repealed to the extent of such conflict.

After a first reading, motion was made by Jeff Lear, second by Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED that legal notice advertising the second reading and possible adoption of the proposed ordinance be published in The Kentucky Standard in accordance with KRS 424.

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SHERIFF

RECORD - SHERIFF'S OFFICIAL RECEIPT FOR TAX BILLS

62A385(1-01)

SHERIFF'S OFFICIAL RECEIPT
FOR PROPERTY TAX BILLS FOR 2013

Nelson County
9/11/2013

Totals of Tax Bills Received for Taxes Due Each Taxing Distnct

1 State Taxes				
Real Estate	2,378,233,314	@ 12.20	$	2,901,444.64
Real Estate	2,600,000	@ 1.50	$	390.00
Unmined Coal		@	$	-
Tangible .45	76,278,185	@ 45.00	$	343,251.83
Tangible .05	146,357,845	@ 5.00	$	73,178.92
Tangible .15	325,886,029	@ 15.00	$	488,829.04
Tangible .015	3,370,654	@ 1.50	$	505.60
Tangible .001	2,509,550	@ 0.10	$	25.10
		@	$	-
		@	$	-
		@	$	-
		@	$	-
Total			$	3,807,625.14
2 County Taxes				
Real Estate	2,378,233,314	@ 14.30	$	3,400,873.64
Tangible(Full)	147,624,474	@ 16.10	$	237,675.40
Boats/Air	1,269,368	@ 1.50	$	190.41
		@	$	-
Total			$	3,638,739.45
2 Common School Taxes				
Real Estate	1,601,931,734	@ 69.00	$	11,053,328.96
Tangible	59,236,743	@ 69.00	$	408,733.53
		@	$	-
Total			$	11,462,062.49

3 Special Levies				
Library				
Real Estate	2,378,233,314	@ 8.10	$	1,926,368.98
Tangible	149,539,702	@ 8.53	$	127,557.37
Total			$	2,053,926.35
Extention				
Real Estate	2,378,233,314	@ 1.00	$	237,823.33
Tangible	149,539,702	@ 1.00	$	14,953.97
Total			$	252,777.30
Soil Conservation				
Real Estate	2,378,233,314	@ 0.50	$	118,911.67
Fire Protection				
Acres	28,832	@ 2.00	$	576.64
Fire Districts				
Real Estate	196,422,842	@ 7.00	$	137,495.99
BNC FIRE	432,520	@ FEE	$	432,520.00
BOST FIRE	26,840	@ FEE	$	26,840.00
RF FIRE	46070	@ FEE	$	46,070.00
NHP FIRE	41470	@ FEE	$	41,470.00
Total (Special Levies)			$	3,110,587.95
GRAND TOTAL ALL DISTRICTS			$	22,019,015.02

I, Stephen Campbell, Sheriff of Nelson County, hereby acknowledge receipt of 23,056 tax bills for the above amounts for 2013 state and local taxes from Elaine A. Filiatreau, Clerk of Nelson County.

Signed _____
Sheriff Stephen Campbell, Nelson County

Signed and acknowledged before me this 11 day of SEPT., 2013

Clerk Nelson County

CLERK'S CERTIFICATION
I, Elaine A. Filiatreau, Clerk of Nelson County, do hereby certify that tax bills have been prepared for all property on the tax roll as finally certified by the revenue cabinet for the 2013 tax year. I further certify that the total amount of taxes due each taxing district represented by all bills prepared is as indicated above, and that this receipt is recorded in County Order Book 37, Page 59.

Clerk _____ Nelson County CLERK

VEHICLES - On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize that advertisement be done for two new police cars (included in this year's budget).

SHERIFF'S REPORT ON EMPLOYEES - Following a short report concerning marijuana found in a public area off the Bluegrass Pkwy, Sheriff Stephen Campbell told Court members that two officers who left the Sheriff's Department have been replaced. New hires are James Ferrie and A J Lewis.

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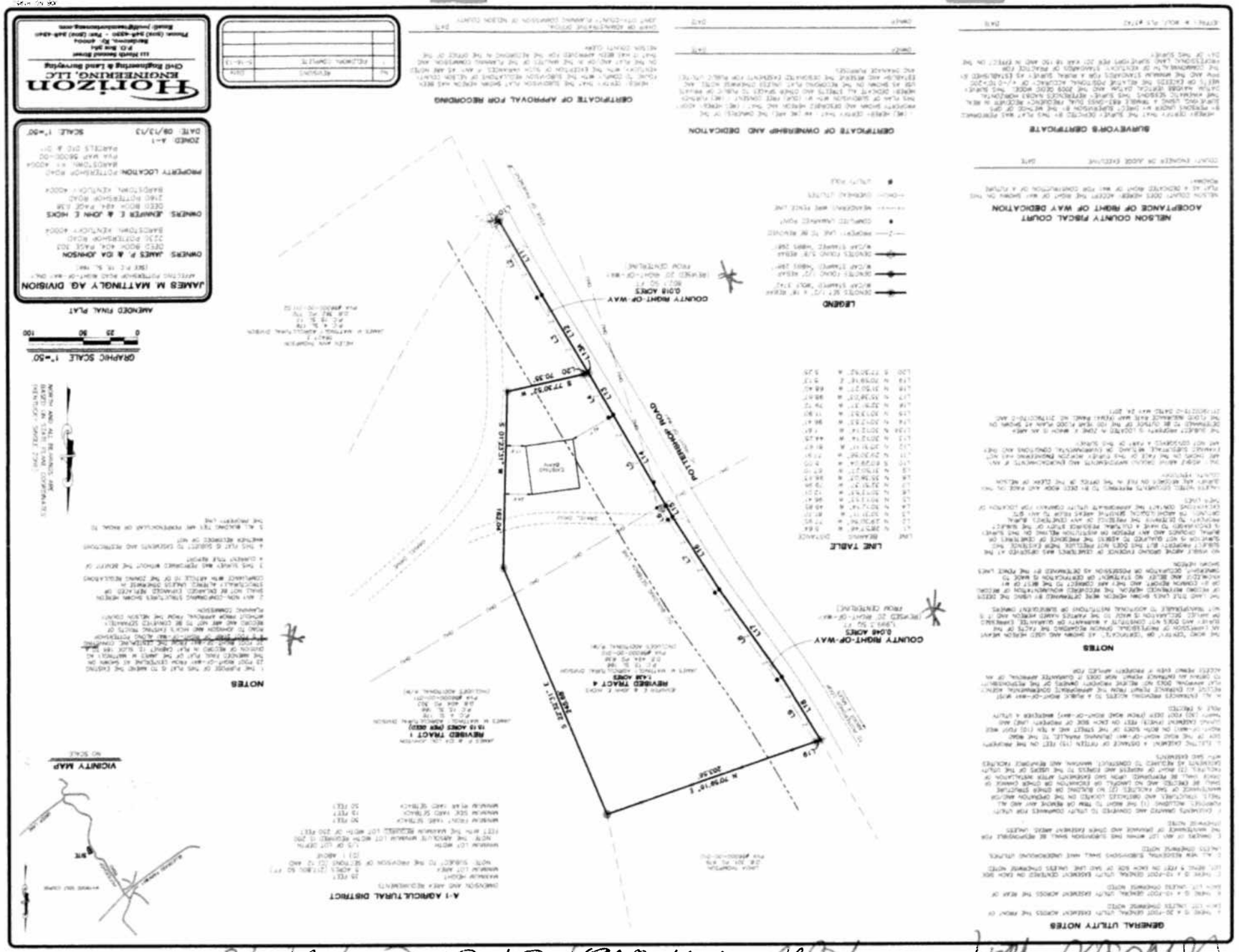
DISCUSSION - AGRICULTURAL DIVISIONS CITING NASH RULING

Jim Lemieux addressed members of Nelson Fiscal Court expressing his reluctance to sign off on plats that are using the Nash judgment which allows development off private driveways (vehicular ways), noting that the plats are very complicated and will not be understood, in many cases, by those who are purchasing these properties. Although assured that signing the plat does not mean that he is approving a public road, Lemieux expressed that these types of subdivision off "private driveways" and "private roads" are referring to these types of roads as "public" roads. He does not want the County Engineer to be involved in signing such a plat, even though he was assured by the auctioneer that these issues will be addressed at the time of sale in the "private road maintenance agreement" and the "access road maintenance agreement", with purchasers to "buy those deeds subject to the recording of those access roads and private road maintenance agreements that will be recorded right behind this plat" (quote Billy Frank Harned, Auctioneer) "and their deeds will so reflect that they are buying it subject to those private roads and access road agreements...", this in reference to a private road that will be established. Janet Johnston-Crowe described this type of subdivision, which is the result of Court action, as a "buyer beware" type of situation. The Planning Commission intends to take certain steps to make buyers aware of what they are buying into and to alert future buyers of these properties of land use restrictions attached to these types of divisions. Following lengthy discussion of definition of public/private roads/driveways, and following discussion of problems that will result from development off "vehicular ways", Nelson Fiscal Court approved that Jim Lemieux sign the Pile plat being presented currently. However, he told Court members that there should be standards set for the types of roads addressed in this type of situation.

Sept. 17, 2013
REGULAR SESSION OF NELSON FISCAL COURT

RIGHT-OF-WAY CHANGE - POTTERSHOP RD. PROPERTY

Jim Lemieux presented a request from James Johnson to reduce road right-of-way from the 25 ft. that was platted several years ago. Following discussion, on motion of Sam Hutchins, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve reducing right-of-way on the area shown on the following plat from 25 ft. to 20 ft.



EXECUTIVE SESSION

On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to leave regular session and to convene in closed session as regulated by KRS 61.810 (See Page 62).

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Following closed session, Nelson Fiscal Court was called back into regular session on motion of Sam Hutchins, second of Jerry Hahn, and by affirmative vote of all Court members.

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There being no further business, on motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Sept. 17 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK

Fiscal Court Orders