

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, AND JEFF LEAR. MAGISTRATE JERRY HAHN WAS ABSENT.

Prior to beginning regular business, County Judge-Executive Dean Watts announced that Nelson Fiscal Court will meet in closed session toward the end of the regular meeting, as regulated by KRS 61.810(1)g whereby "Discussion between a public agency and a representative of a business entity and discussions concerning a specific proposal, if open discussions would jeopardize the siting, retention, expansion, or upgrading of the business".

MINUTES - APRIL 18

On motion of Sam Hutchins, second of Jeff Lear, by affirmative vote of all Court members present (Hahn absent), IT IS HEREBY ORDERED to approve the minutes of the April 18 session of Nelson Fiscal Court as presented.

BILLS AND TRANSFERS

On motion of Keith Metcalfe, second of Bernard Ice, by unanimous vote of Court members present, 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
May 2, 2017**

01 General Fund	Name	Memo	Account	Amount
Adecco		Part time help	5115188 · Codes Enforcement Staff	\$ 481.07
ADP		PR processing 033117 040617	9100301 · Payroll Processing	47.92
Bardstown Schools		FY 2016-2017 Student Transportation	6301370 · School Children Transport	2,882.78
Beaven Equipment		2003 Ford F350	5135443 · EMA Vehicle Parts	337.00
Bluegrass Seed & Fertilizer		Fertilizer	5081334 · Justice Center Bldg Maint	210.15
Brite Wholesale		Electrical repairs	5415334 · Civic Center Bldg Maint	35.65
Bumper to Bumper		Jumper cables - Keith	5090427 · Maintenance - Supplies	85.95
Central Ky Comm Action		Staffing for Voluntary Action	5301315 · Community Action Services	1,014.00
Chase Card Services		Postage	5001445 · CJE Office Expense	200.00
Chase Card Services		Certified mail - nuisance reports	5115563 · Codes - Postage	20.61
Coffman, Donald		Boot allowance	5115481 · Codes - Uniforms	75.00
Conway Heaton		2010 Van, SO 54	5105340 · Law Enforc Vehicle maintenance	583.49
Cutting Edge Constr		Window sash restoration #3- Conf Room	5080571 · Old Courthouse Bldg Repairs	1,914.00
Galls		Clark, Giltiland	5105481 · Law Enforc Uniforms	238.47
Kentucky One		Random testing, employee medical	9400547 · Employee Medical/AWC Claims	147.00
Ky Auditor		Sheriff Tax Audit 2015	9100307 · Audit Services	7,604.50
L&W Emergency Equip		Blue lights - explorers	5105340 · Law Enforc Vehicle maintenance	120.00
Lawson Products		Allen wrenches, socket tools	5090427 · Maintenance - Supplies	66.09
Lowe's		Trash cans, flags	5090427 · Maintenance - Supplies	33.27
Lowe's		Trash can	5115445 · Codes - Office Expense	4.73
Lowe's		Tarp, gloves, level, ratchet	5401427 · Recreation Maint Supplies	115.24
Mid America Sports		Baseball expense - reimbursed to us	5401334 · Recreation Bldg/Grounds Maint	307.50
Nu Life Cartridge		Paper	5001445 · CJE Office Expense	29.99
Nu Life Cartridge		Paper	5040445 · Treasurer Office Supplies	29.99
Quill Corporation		Printer ink, calc ribbon	5040445 · Treasurer Office Supplies	56.97
Quill Corporation		Air freshener	5080411 · Old Courthouse Custodial Supply	20.58
Ronnie's Custom Care		Monthly cleaning	5081329 · Justice Center Main Contracts	4,000.00
S & P Cleaning Svc		Cleaning service 0417	5080329 · Old Courthouse Main Contracts	1,200.00
S & P Cleaning Svc		Cleaning service 0417	5085329 · Sutherland Bldg Main Contracts	1,250.00
Sherwin Williams		Stain - new doors/windows	5081334 · Justice Center Bldg Maint	17.79
Sherwin Williams		Baseball foul lines	5401334 · Recreation Bldg/Grounds Maint	54.90

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St Monica Parish	Voting machine storage	5065364 · Elections Equipment Storage	1,350.00
Tatum Auto Supply	Service truck	5090340 · Maintenance - Vehicle Maint	2.21
W W Grainger	Geo well pump repairs	5081334 · Justice Center Bldg Maint	105.41
Total 01 General Fund			24,642.26
02 Road Fund			
Big Three Tractor	Bushhog startup maint	6105443 · Parts	1,019.29
Bumper to Bumper	Vacuum connectors	6105427 · Garage supplies	18.09
Bumper to Bumper	Roller, oil distributor; parts and supplies	6105443 · Parts	264.96
Chase Card Services	Backhoe trailer, Truck 301	6105443 · Parts	118.63
Kentucky One	Random testing	9400547 · Employee Medical/WC Claims	220.00
Koerber, Arnold	Tower rental	6103364 · Radio Tower Rental	275.00
Lasco	Filters	6105443 · Parts	37.50
Mago Construction	Weich Lane	311 04 · District 4	13,967.94
Mago Construction	Lutheran Church	311 04 · District 4	14,010.99
Quill Corporation	Labels, time cards, pens, bank bag	6103445 · Office Supplies	141.84
Saf-ti-Co	Street signs	6105469 · Signs & Posts	53.80
St Vincent Depaul Mission Store	Rags	6105427 · Garage supplies	100.00
Tatum Auto Supply	Trailer, new truck, oil distributor	6105443 · Parts	206.33
Zep Sales and Service	Industrial cleaners	6105427 · Garage supplies	360.91
Total 02 Road Fund			30,795.28
03 Jail Fund			
Bob Barker	Trays	5101423 · Food Prep & Serving Supplies	153.48
Bob Barker	Inventory supply	5101428 · Canteen Inventory	315.29
Bob Barker	Hygiene supplies	5101453 · Prisoner Hygiene	182.40
CDA Inc.	Electronic Monitors 0317 GPS	5101314 · Contracts with Other Counties	948.75
Clems	Food	5101425 · Food	2,418.03
Dean Milk	Milk	5101425 · Food	1,490.30
Flowers Baking Co	Bread	5101425 · Food	948.32
Hardin Professional Services	Inmate medical	5101549 · Routine Medical	335.00
Interstate Security Systems	Replaced smoke detector - inmate damaged	5101329 · Building Main Contracts	140.00
Kentucky One	Inmate medical	5101549 · Routine Medical	83.64
Kentucky One	Random testing, pre employment	9400547 · Employee Medical/WC Claims	145.00
KY Cavern Water	Water	5101445 · Office Supplies	62.97
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	3,784.05
Nelson EMS	CPR renewal training	5101569 · Staff training	220.00
Pipe Savers LLC	Clean shower, kitchen drains	5101329 · Building Main Contracts	450.00
Total 03 Jail Fund			11,677.23
09 Ambulance Fund			
Beaven Equipment	Sq 31-33-36-39-41	5140340 · Vehicle Maintenance & Repairs	2,512.50
Beaven Equipment	Sq 31-33-36-41	5140443 · Vehicle Parts	1,147.00
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	1,493.17
Chase Card Services	Laptop battery	5140336 · Equipment Maintenance & Repairs	122.97
Chase Card Services	Radio software, cables, charger	5140339 · Radio Maintenance & Repairs	63.08
Chase Card Services	Background check, driving records	5140445 · Office Expense	97.50
Chase Card Services	Postage	5140563 · Postage	490.00
Chase Card Services	Coding conference 2017	5140577 · Staff travel	714.60
City of Bloomfield	Rent - Station II	5140364 · Rent	550.00
CMS Uniforms	Uniforms	5140481 · Staff Uniforms	1,392.00
Conway Heaton	608, Sq 30, 31	5140340 · Vehicle Maintenance & Repairs	924.93
Conway Heaton	608, Sq 31	5140439 · Oil, lubes	174.49
Conway Heaton	608, Sq 30, 31	5140443 · Vehicle Parts	1,905.50
Galls	Uniforms	5140481 · Staff Uniforms	69.71
Holt Computers	Scanning/pdf assistance	5140445 · Office Expense	60.00
Kentucky One	Random testing	9400547 · Employee Medical/WC Claims	70.00
Louisville Metro EMS	BLS/CPR cards	5140569 · Training	382.00
Pat's Alterations	Uniform alterations	5140481 · Staff Uniforms	25.00
Prewitt, Joe	Fuel reimburse - coding conference 0417	5140577 · Staff travel	16.00
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	1,116.37
Shred-It USA	File destruction service	5140445 · Office Expense	79.67
Stericycle	Steri safe	5140550 · Medical supplies & Materials	90.74
Stryker Medical	Upgrade installation	5140336 · Equipment Maintenance & Repairs	310.00
TESS Company	Oxygen	5140550 · Medical supplies & Materials	256.80
Total 09 Ambulance Fund			14,064.03
Subtotal - General Fund Bills			\$ 81,178.80
13 Solid Waste Fund			
All Star Dancers	W Stephen Foster Downtown	5215315 · Roadside Cleanup	200.00
ALS Association	Hwy 247 at Hwy 52	5215315 · Roadside Cleanup	200.00
American Cancer Society	Eddie Miles Rd	5215315 · Roadside Cleanup	200.00

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American Legion Post 121	S 3rd & W Stephen Foster	5215315 · Roadside Cleanup	200.00
Bardstown Church of God	Lenore Rd	5215315 · Roadside Cleanup	500.00
Bardstown High School	Manion Rd	5215315 · Roadside Cleanup	300.00
Bloomfield Baptist Church	Hwy48/Murrays Run	5215315 · Roadside Cleanup	400.00
Boston School	Hwy 62 DOWNTOWN	5215315 · Roadside Cleanup	800.00
Boy Scout Troop 617	Hwy 62 Boston Rd	5215315 · Roadside Cleanup	300.00
Boy Scout Troop 721	Hwy 62E toward Chaplin	5215315 · Roadside Cleanup	200.00
Cerebral Palsy Kids Center	Hobbs Lane	5215315 · Roadside Cleanup	200.00
Cobra Youth Wrestling	Hwy 150 Springfield Rd	5215315 · Roadside Cleanup	200.00
Cox's Creek Baptist	Murrays Run Rd	5215315 · Roadside Cleanup	200.00
Cub Scouts Pack 142	Borders Ln, Wire Lane	5215315 · Roadside Cleanup	400.00
Euclid Lodge # 13	KY 605 Poplar Flat Rd	5215315 · Roadside Cleanup	300.00
Kentucky Thunder Baseball	Hwy 605	5215315 · Roadside Cleanup	200.00
Kiwanis Club	Nazareth Rd	5215315 · Roadside Cleanup	200.00
NC Comm Clinic	Burba Road	5215315 · Roadside Cleanup	400.00
Nelson Co 4H Shooting Sports	Hwy 62 at Stringtown	5215315 · Roadside Cleanup	200.00
Nelson Co Baptist Ch	Hubbards Ln, Bellwood Rd	5215315 · Roadside Cleanup	800.00
Nelson Co Beekeepers	Hwy 162	5215315 · Roadside Cleanup	200.00
Nelson Co HS	Wilkerson Road, Louisville Rd	5215315 · Roadside Cleanup	700.00
New Hope Fire	Jim Clark Rd	5215315 · Roadside Cleanup	200.00
New Hope Food Bank	Coon Hollow Rd	5215315 · Roadside Cleanup	300.00
New Hope Ladies Auxillary	Hwy 457	5215315 · Roadside Cleanup	200.00
Parkway Baptist	Parkway Drive	5215315 · Roadside Cleanup	200.00
Peoples Church	Springfield Rd	5215315 · Roadside Cleanup	200.00
Queen of Nelson #87	Gilkey Run	5215315 · Roadside Cleanup	100.00
Relay for Life	Roberts Road	5215315 · Roadside Cleanup	300.00
Special Olympics-Nelson Co	Barnes, Wheeler, Airport Rds	5215315 · Roadside Cleanup	450.00
St Ann 4H Club	Hwy 84, Spalding Hollow, Stiles Rd	5215315 · Roadside Cleanup	700.00
St Gregory School	Hwy 245, Ben Irvin, Samuels Loop	5215315 · Roadside Cleanup	800.00
St Thomas Mens Club	Balltown Rd, Loretto Rd	5215315 · Roadside Cleanup	600.00
St Vincent Depaul Mission	Plum Run Rd	5215315 · Roadside Cleanup	900.00
Thomas Nelson HS Wrestling	Hwy 31E Louisville Rd	5215315 · Roadside Cleanup	300.00
Working the Puzzle for Autism	Clarktown Rd	5215315 · Roadside Cleanup	300.00
Galeton	Gloves, vests, rainsuits	5215594 · Crew Safety Equipment	388.68
Lasco	Transmission fluid	5215427 · Garage supplies	516.00
Lasco	Truck 416	5215443 · Parts	21.00
Lasco	Vehicle maint	5215548 · Deceased Animal Program	173.50
Total 13 Solid Waste Fund			13,949.18
15 Landfill Fund			
Brandets	Crimping materials	5210541 · Hydraulic Parts & Equipment	91.77
Certified Laboratories	Grease	5210427 · Main supplies	417.03
Chase Card Services	Greenwell truck	5210443 · Parts	41.97
Chase Card Services	Software subscriptions	5210445 · Office Expense	63.09
Fisher Auto	Oil, grease	5210427 · Main supplies	62.28
GBA	Letterhead	5210445 · Office Expense	137.50
Haydon Materials	Rock	5210571 · Property Maintenance	138.69
Lasco	Gasket kit, air brake supply	5210443 · Parts	112.76
Lasco	Truck 413 core charge	5210443 · Parts	(475.71)
Lawson Products	Garage supplies	5210427 · Main supplies	95.89
Lowe's	Faucet repairs	5210334 · Building Maintenance	190.13
Quill Corporation	Frame, wall mount pocket set	5210445 · Office Expense	85.88
Tatum Auto Supply	Hose clamps, gaskets	5210427 · Main supplies	40.32
Wayne Supply	826G Compactor - alternator	5210443 · Parts	977.43
Total 15 Landfill Fund			1,979.03
23 Occupational Tax Fund			
Chase Card Services	Domain/website renewal	5047445 · OLF Office supplies	168.40
Total 23 Occupational Tax Fund			168.40
97 PIC			
GBA	That Summit water/sewer plans	8011445 · NCIP Administrative Expenses	32.00
Total 97 PIC			32.00
Subtotal - PIC Fund bills			\$ 16,128.61
Total Bills to Pay			\$ 97,307.41

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Nelson County Fiscal Court Additional Bills for Court Approval May 2, 2017

Name	Memo	Account	Amount
01 General Fund			
Bardstown Housing Auth	Bethany Haven - May 2017	5315399 · Emergency Shelter for Children	\$ 300.00
Bardstown Super Vac	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Conway Heaton	SO 52 and 44	5105340 · Law Enforc Vehicle maintenance	1,195.08
Economy Pest Control	Portable toilet rental Apr 2017	5401364 · Rented Equipment	75.00
Flaget Memorial Hospital	Suspect lab test	5105547 · Law Enforc Suspect Testing	40.00
Kleentech	Carpet cleaning - both floors	5080329 · Old Courthouse Main Contracts	775.00
Kleentech	Carpet cleaning	5415329 · Civic Center Maint Contracts	200.00
Kleentech	Carpet cleaning	5085329 · Sutherland Bldg Main Contracts	480.00
Kleentech	Carpet cleaning	5081329 · Justice Center Main Contracts	1,577.00
Kleentech	Carpet cleaning	5105329 · Law Enforc. Bldg Main Contracts	525.00
Underwood, Judith A	Civic Center Cleaning 0417	5415329 · Civic Center Maint Contracts	850.00
Total 01 General Fund			6,117.08
02 Road Fund			
Kerr Office Plus	Monthly copy charges	6103445 · Office Supplies	15.00
Total 02 Road Fund			15.00
13 Solid Waste Fund			
Galeton	Gloves	5215594 · Crew Safety Equipment	136.69
Total 13 Solid Waste Fund			136.69
15 Landfill Fund			
Galeton	Gloves	5210594 · Crew Safety Equipment	136.72
Kimberland, David	Office cleaning 0417	5210329 · Maintenance Contracts	525.00
Total 15 Landfill Fund			661.72
23 Occupational Tax Fund			
Shred-It USA	File destruction service	5047445 · OLF Office supplies	72.80
Total 23 Occupational Tax Fund			72.80
Total Additional Bills			\$7,003.29

NELSON COUNTY FISCAL COURT
Paid Bills and Upcoming Transfers for Court Approval
May 2, 2017

Fund/Vendor	Description	Account	Amount
General Fund			
E911 Central Dispatch	Feb/Mar collections	5145 322 01 · E911 Prop Tax	\$ 9,551.52
Lincoln Trail ADD	Surplus equipment sold	4909 · Transfers Out	4,050.00
Nelson County Jail	Transfers from General Fund -Apr 2017	4909 03 · Transfers to Jail	53,695.93
Town & Country Bank	2007 Go Bonds - Principal	601-12 · 2007 Bond Principal	71,365.00
Town & Country Bank	2007 Go Bonds - Interest	605-12 · 2007 Bond Interest	1,365.00
<i>to be paid on May 15, 2017 FINAL PAYMENT</i>			
EMS Fund			
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	807.54
Less Discount			(8.08)
TOTAL PAID BILLS			\$140,826.91

*** ***** ***

PUBLIC HEARING - LGEA FUNDS

County Judge-Executive Dean Watts called to order a public hearing; purpose of the hearing is to take comments regarding use of Local Government Economic Assistance (LGEA) funds generated by minerals tax on quarries and by coal severance tax. No written comments have been received; there was no public comment at the hearing, which has been advertised according to KRS.

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No public comment having been received, the public hearing was closed and regular session of Nelson Fiscal Court was resumed.

BETTY HART TO BOARD OF ASSESSMENT APPEALS

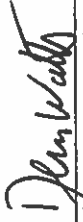
Appointment of Betty Hart to the Bd. of Assessment Appeals was approved on motion of Bernard Ice, second of Jeff Lear, and by affirmative vote of all Court members present:

COMMONWEALTH OF KENTUCKY
NELSON COUNTY FISCAL COURT

ORDER

As per KRS 133.020, I hereby appoint Betty Hart to the County Board of Assessment Appeals.

Entered into record this 2nd day of May, 2017.


Dean Watts, County Judge/Executive
Nelson County, KY

NORTHEAST NELSON FIRE DISTRICT

Northeast Nelson Fire Chief Ted Shields presented that agency's 2017-18 proposed budget, approved last week after second reading:

NORTHEAST NELSON FIRE PROTECTION DISTRICT
2017-2018 BUDGET WORKSHEET

	2017/2018 PROJECTED BUDGET	2016/2017 BUDGET	16/17 YEAR TO DATE TOTALS (04/13/17)	15/16 YEAR END ACTUALS
REVENUES				
Taxes	135,000	135,000	146,032	134,428
State Government	11,000	11,000	11,000	11,000
County Government	5,000	5,000	5,000	5,000
Miscellaneous	0	0	440	2,193
Fire Recovery	0	0	2,204	2,248
Cert. of Deposit	46,790	28,300	28,531	28,300
Grant Income	0	0	0	15,775
Interest (Checking)	0	0	35	42
TOTAL REVENUES	197,790	179,300	193,242	198,986
Cash Balance (July 1)	51,250	70,000	126,033	80,535
TOTAL CASH AVAILABLE	249,040	249,300	319,275	279,521
APPROPRIATIONS				
Salaries/Wages	20,000	20,000	13,500	15,000
FICA	3,000	3,000	1,398	1,148
Worker's Comp	600	600	0	488
Unemployment	150	300	58	81
TOTAL PERSONNEL OPERATING EXPENSES	23,750	23,900	14,956	16,717
Advertising/Printing	1,000	500	381	332
Professional Services	3,000	3,500	1,668	3,090
Maintenance/Repairs	30,000	40,000	10,778	28,962
Utilities	14,000	15,000	6,139	10,448
Insurance & Bonds	15,000	15,000	13,408	11,800
Training Incentive Pay	8,000	9,000	4,770	7,000
Accounting	1,000	2,000	100	3,500
Attorney	500	1,500	0	125

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Materials	8,000	6,410	4,955	8,154
Supplies	2,000	2,000	831	992
Community Education	2,000	1,500	1,506	915
Awards & Recognitions	2,000	2,000	232	1,539
TOTAL OPERATING ADMINISTRATION	86,500	98,410	44,768	76,857
Dues & Subscriptions	4,500	3,500	2,645	2,529
Travel & Training	5,000	7,000	2,367	2,898
Reserve for Transfer	46,790	28,300	28,531	28,300
Board's Compensation	2,500	2,500	1,050	2,100
TOTAL ADMINISTRATION	58,790	41,300	34,593	35,827
CAPITAL OUTLAY				
Land	20,000	18,090	0	0
Building Construction	1,000	1,000	0	0
Building Improvement	5,000	14,000	11,360	11,800
Furniture & Fixtures	500	1,500	1,398	0
Equipment	25,000	25,000	20,999	23,231
TOTAL CAPITAL OUTLAY	51,500	59,590	33,757	35,031
DEBT SERVICES				
Debt Principal	19,000	15,000	10,343	13,161
Debt Interest	9,500	11,100	7,524	49
TOTAL DEBT SERVICE	28,500	26,100	17,867	13,210
TOTAL ALL APPROPRIATIONS	249,040	249,300	145,941	177,642

Changes made in the April 13, 2017 Budget Committee Meeting:

- Taking the \$18,090 set aside for Land in 2016/2017 budget and moving it into a CD designated for future construction/land purchase for a station 3.
- Took the \$4,000 that had been put under Training Incentive Pay for run incentive and moved it to Debt Principal for an extra \$4,000 principal payment.

DEPARTMENT REPORTS

**EMS

REGULAR REPORT - Regular report presented by Joe Prewitt:

05/01/2017

Monthly EMS Run Totals
As of April, 2017

Areas	Monthly Completed Runs	Monthly Non Transport	Monthly Total Calls	Year-To-Date Calls	Monthly Charges	Year-To-Date Charges	Average Charge per Run
Bardstown Area	436	79	515	4826	\$ 371,414.05	\$ 3,321,360.57	\$ 688.22
Bloomfield Area	39	3	42	333	\$ 34,487.93	\$ 229,186.99	\$ 688.25
New Haven Area	25	6	31	249	\$ 22,606.30	\$ 166,476.90	\$ 668.58
Boston Area	7	3	10	131	\$ 6,948.11	\$ 80,359.94	\$ 613.43
Cox's Creek Area	14	8	22	236	\$ 10,193.11	\$ 110,015.71	\$ 466.17
TOTAL	521	114	635	5790	\$ 445,649.50	\$ 3,907,400.11	\$ 674.85
Average Per Day	17.4	3.8	21.2	19.1	\$ 14,854.98	\$ 12,853.29	
Collections (YTD)						\$ 1,759,657.00	
Collection Per Run						\$ 308.71	
Cost Per Run						\$ 357.11	
Difference						\$ (48.40)	
RETURNS TO STATION 1		15					
Previous Year 2016 Totals	604		604	5801	\$ 347,387.20	\$ 3,335,060.45	
Previous Year Difference	31		31	-11	\$ 98,262.30	\$ 572,339.66	

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Previous Year 2015	Totals	547	5469	\$	352,416.00	\$	3,183,430.25
Difference From Current Year		88	321	\$	93,233.50	\$	743,969.86
Previous Year 2014	Totals	524	5270	\$	308,432.80	\$	3,039,885.35
Difference From Current Year		111	520	\$	137,216.70	\$	867,514.76
Previous Year 2013	Totals	480	5033	\$	309,663.95	\$	3,039,886.35
Difference From Current Year		155	757	\$	135,985.55	\$	867,514.76
Previous Year 2012	Totals	521	5381	\$	323,944.50	\$	3,239,884.30
Difference From Current Year		114	429	\$	121,705.00	\$	667,515.81

"11 TREAT NO TRANSPORT"

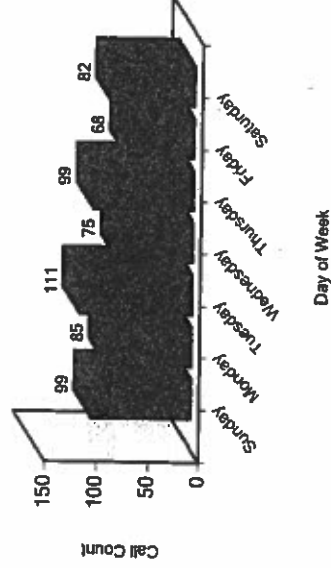
REPORTING SYSTEM - Updating Court members on the Electronic Patient Care Reporting System (E-PCR) which was approved by Nelson Fiscal Court a few months ago, Joe Prewitt told Court members that the system is now called the Healthcare Reporting System. All data recorded and printed by EMS is shared with hospitals as it pertains to that patient, thereby alleviating the need for paper copies of reports. Court members were given the following reports, showing some of the data that is collected within the electronic system; he told Court members that he will try to bring a report at a later time which shows how quickly response is made to emergency calls. He is also looking into the numbers of transports that are emergency as opposed to numbers that are non-emergency.

Call Volume By Time and Day

From: 4/1/2017 To: 5/1/2017

Time of Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	%
0:00 to 0:59	3	2	0	2	2	2	0	11	1.78
1:00 to 1:59	3	5	5	2	3	1	1	20	3.23
2:00 to 2:59	3	1	4	3	0	2	0	13	2.10
3:00 to 3:59	2	3	2	1	3	1	0	12	1.94
4:00 to 4:59	2	0	1	3	0	2	6	14	2.26
5:00 to 5:59	5	1	2	2	2	0	4	16	2.58
6:00 to 6:59	4	10	3	1	2	1	1	22	3.55
7:00 to 7:59	3	3	3	1	0	4	2	16	2.58
8:00 to 8:59	0	6	5	1	5	0	4	21	3.39
9:00 to 9:59	4	6	8	3	2	4	4	31	5.01
10:00 to 10:59	10	4	0	3	3	2	5	27	4.36
11:00 to 11:59	6	0	2	4	13	5	9	39	6.30
12:00 to 12:59	1	3	7	2	6	7	2	28	4.52
13:00 to 13:59	2	6	8	11	2	5	3	37	5.98
14:00 to 14:59	6	2	10	6	8	6	2	40	6.46
15:00 to 15:59	10	3	5	3	5	3	2	31	5.01
16:00 to 16:59	6	6	8	3	6	7	7	43	6.95
17:00 to 17:59	5	4	10	6	8	3	6	42	6.79
18:00 to 18:59	10	4	8	4	7	1	6	40	6.46
19:00 to 19:59	4	3	2	1	6	1	3	20	3.23
20:00 to 20:59	2	2	7	0	2	4	0	17	2.75
21:00 to 21:59	4	5	4	8	4	4	5	34	5.49
22:00 to 22:59	2	4	4	2	6	2	4	24	3.88
23:00 to 23:59	2	2	3	3	4	1	6	21	3.39
Total	99	85	111	75	99	68	82	619	100
%	15.99	13.73	17.93	12.12	15.99	10.99	13.25		

Call Volume by Day of Week

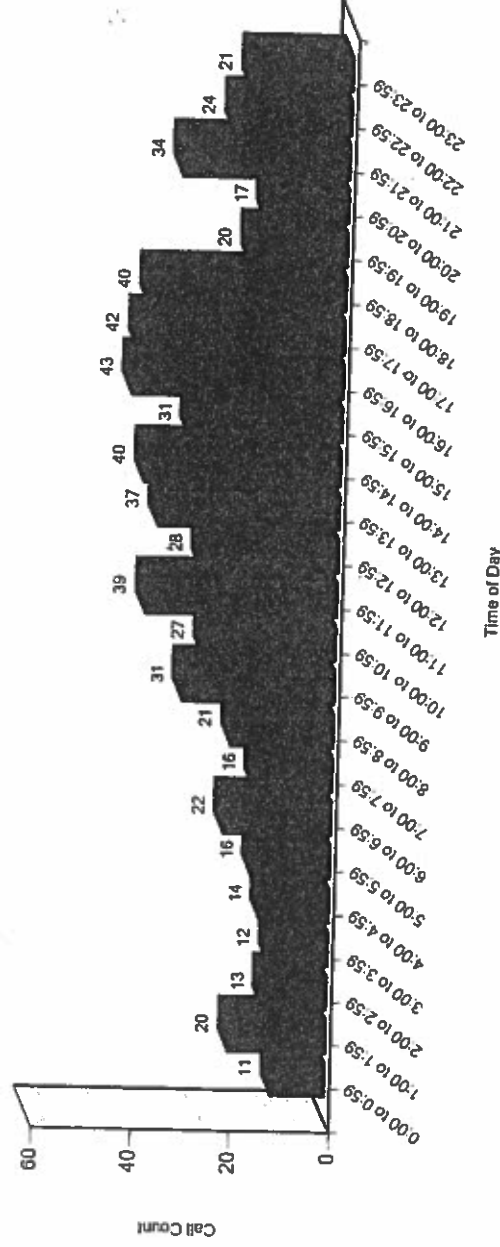


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Call Volume by Time of Day



****JAIL**

Noting a recent jail inspection, the first for this year, Jailer Dorcas Figg presented her regular jail report as follows:

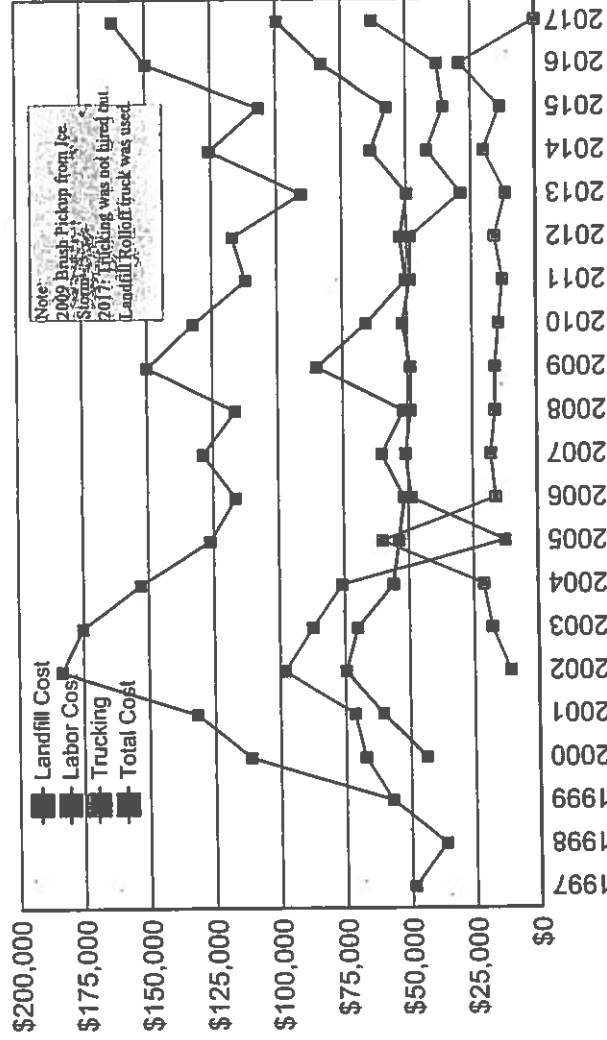
NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	OUT TO CT	In House
APRIL	145	1	1	35	4	4	135
Wed. 19	150	1	1	34	4	4	140
Thur. 20	149	1	1	33	3	4	140
Fri. 21	142	1	1	39	2	4	134
Sat. 22	146	1	1	39	1	4	139
Sun. 23	143	1	1	39	4	3	134
Mon. 24	139	1	0	37	4	5	129
Tue. 25	142	1	0	40	4	5	132
Wed. 26	141	1	0	44	4	2	134
Thur. 27	142	1	0	46	3	5	133
Fri. 28	147	1	0	45	1	5	140
Sat. 29	145	1	1	45	1	5	137
Sun. 30							
MAY	146	1	1	45	4	5	135
Mon. 01	142	0	1	42	4	4	133
Tue. 02							

****LANDFILL/SOLID WASTE**

John Greenwell presented final bulky-item report for this year's project, noting that use of roll-off trucks rather than subbing out trucking resulted in a savings of about \$34,000:

Bulky Item Summary



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BULKY ITEMS PICKUP SUMMARY 2016 COMPLETED

	2017	2016	2015	2014	2013
Cubic Yards	7351	4250.61	3668	4735	2814
Tons	1516.76	1006	601	790	496
Tires	7613	10000	4160	6500	3795
Disposal Cost (Not including Tires)	\$61,462	\$35,765	\$30,396	\$39,263	\$23,380

**ROAD DEPARTMENT

RESOLUTION RE TOM GREER RD - On motion of Sam Hutchins, second of Bernard Ice, by affirmative vote of all Court members present, IT IS HEREBY ORDERED to approve the following resolution and to authorize the County Judge-Executive to sign the following agreement regarding funds for resurfacing Tom Greer Rd.:

RESOLUTION

Fiscal Court of Nelson County

Resolution adopting and approving the execution of a Memorandum of Agreement between the Nelson County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$75,282.00 for the FD39 Tom Greer Road, and

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The Judge Executive of the County is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of Nelson County, and the Fiscal Court Clerk of Nelson County is hereby authorized and directed to certify thereto.

COMMONWEALTH OF KENTUCKY, NELSON COUNTY

I, Elaine Filiatreau, Fiscal Court Clerk of Nelson County certify that the foregoing is a true copy of the Order above, given under my hand and seal of office this the 2nd day of May, 2017.

PRINTED NAME Elaine Filiatreau

SIGNED NAME Elaine Filiatreau NELSON COUNTY
RESURFACING
TOM GREER ROAD

FISCAL COURT CLERK OF NELSON COUNTY \$75,282 - FD39 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,"

Fiscal Court Orders

and Nelson County, 1 Court Square, Bardstown, KY 40004, hereinafter referred to as the Local Public Agency ("LPA").

WITNESSETH:

WHEREAS, the parties hereto desire to resurface Tom Greer Road (CR 1123) in Nelson County, which shall hereinafter be referred to as the "Project;"

WHEREAS, the LPA 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 LPA 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 LPA 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 LPA up to \$75,282 in state contingency funding (FD39) for the completion of this Project; and

WHEREAS, any cost in excess of the reimbursement funding (\$75,282) for this Project will be the responsibility of the LPA.

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 LPA up to \$75,282 for completion of work by the LPA, or consultants, contractors, or subcontractors hired by the LPA, under the obligations of this Agreement for resurfacing Tom Greer Road (CR 1123) from Woodlawn Road extending southerly to Shewmaker road for approximately 2.073 miles.

This Project is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$75,282 is the responsibility of the LPA. The LPA further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the LPA.
2. The Department has authorized up to \$75,282 in state contingency funding (FD39) for all eligible expenses for this Project. This funding shall be made available for reimbursement to the LPA for all eligible expenses to the Project. The LPA shall be responsible for all eligible costs above the \$75,282 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

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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 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 LPA for eligible work activities completed and costs incurred prior to expiration.
5. The LPA shall follow state specifications for each necessary phase of this Project. The LPA 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 LPA 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 LPA 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 LPA 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 LPA 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 LPA shall be responsible for all Project design activities, which may be completed either by the LPA'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 LPA 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 LPA 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 LPA and the LPA 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 LPA will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the LPA 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 LPA 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.

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8. The LPA 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 LPA 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 LPA, 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 LPA 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 LPA 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 LPA 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 LPA shall provide property management in accordance with approved procedures and be responsible for the abatement of state laws and regulations. The LPA 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 LPA 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 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

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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 of 2012, 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 LPA agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The LPA shall be responsible for all Project construction activities, which may be completed either by the LPA'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 LPA 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 LPA as a result of this Agreement.

13. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the LPA agrees as follows:

- a. The LPA will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The LPA further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The LPA agrees to provide, upon request, needed reasonable accommodations. The LPA will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The LPA will, in all solicitations or advertisements for employees placed by or on behalf of the LPA; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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- c. The LPA will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the LPA's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The LPA will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
 - d. The LPA will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The LPA will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the LPA's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the LPA may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
 - g. The LPA will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The LPA will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.
14. The LPA 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 LPA oversight, conformance with all laws, regulations, and policies and provide assistance to the LPA as may be necessary.
 15. The LPA 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 LPA 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.
 16. The LPA 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 LPA will conduct a field inspection to verify completion of the

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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 LPA and the Department accept the field work as complete, the LPA'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 LPA will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the LPA shall provide the Department with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

17. 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 LPA 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 LPA shall reimburse the Department for all costs incurred and for all funding expended pursuant to the Project, including any applicable interest.

18. The LPA 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 LPA 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.

19. No member, officer, or employee of the Department or the LPA 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 LPA shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The LPA 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 LPA shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment.

20. To the extent permitted by law, the LPA 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.

21. 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 LPA. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the LPA, its agents, employees and contractors, the Department shall reimburse the LPA

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according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.

b. The LPA may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the LPA by giving thirty (30) days written notice of such request to the Department. If the Department agrees to allow the LPA to cancel the Project or cancel its obligations under this Agreement, the LPA 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 LPA 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 LPA and the Department and be evidenced in writing.

22. 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.

23. 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 LPA 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.

24. KRS 45A.485 requires the LPA 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 LPA 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 contract shall be grounds for the LPA’s cancellation of the contract and the contractor’s disqualification from eligibility for future state contracts for a period of two (2) years.

25. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the

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parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

26. The LPA will pass a resolution authorizing the Judge/Executive to sign this Agreement on behalf of the LPA. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LPA agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the LPA agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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: 5-2-17

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Greg Thomas
Greg Thomas
Secretary

DATE: _____

APPROVED AS TO FORM & LEGALITY

Will Fife
Office of Legal Services

DATE: 4-17-17

POWER WASHING ROAD DEPT. BUILDINGS - Bids received for power-

washing Road Department buildings are as follows:

JOHNSON CHINNEY SWEEP
4770 POTTERSHP ROAD
BARDSTOWN KY. 40004

STATE OF KY ORDER NO. 22-027-1115 DEPARTMENT

TO: Nelson County Garage DATE: 4-21-17

ESTIMATE

Pressure wash roofs + outside walls of 2 metal buildings -

Cost includes labor + materials.

PREPARED BY: Total AMOUNT: 7500.00

4-0000

KEEP THIS SLIP FOR REFERENCE

81-11

Statement (DATE: 4-24-17) TERMS: Quote
TO: Nelson Co. Rd. Dept. - 870 W. Stephen
(Dean Watts) Foster Ave.
(Brad Spalding) Bardstown
BY ACCOUNT WITH: Hornell's Pressure Washing
Young Hornell
2992 Woodlawn Rd.
Bardstown, Ky 40007

Pressure Wash				
2 metal buildings				
(Roof + Sides)	3500	E	7000.00	
Water Supplied				
by M.C.R.B.				
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT	

231671

81-11

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On motion of Bernard Ice, second of Sam Hutchins, by affirmative vote of all Court members present, IT IS HEREBY ORDERED to approve Harrell's Pressure Washing for cleaning Road Department buildings.

ON-GOING - Brad Spalding gave a rundown of scheduled Road Dept. mowing by district; of grader work; and of intent to replace three cross-drains on Hibbs Ln. before paving is begun, as well as replacement of cross-drain on Patton Rd.

ED PILE RD. WIDENING - Brad Spalding and Sam Hutchins described proposed widening of a portion of Ed Pile Rd., with District 2 carryover funds to be used on the project. On motion of Sam Hutchins, second of Bernard Ice, by unanimous vote of Court members present, IT IS HEREBY ORDERED to approve widening about 1,200 ft. of Ed Pile Rd, as described, at an estimated cost of \$11,440.

HARDIN LESLIE RD. TURNAROUND - Mention was made of intent to build a bus turnaround at the end of Hardin Leslie Rd.; property has been dedicated.

**RECREATION

Tyler Wimpsett gave report on Recreation Department activities; everything normal.

DESIGN REVIEW - MILL CREEK BAPTIST CHURCH

Presentation was made by Planning Administrator Jan Johnston-Crowe of application for Design Review by the Mill Creek Baptist Church; they have proposed a 15,000 sq. ft. building, very non-traditional for Nelson County. Concern was expressed by an adjoining property owner, as well as members of DRB; building does not meet design standards and there is concern about precedent. Nelson Fiscal Court has been asked to make the final decision. Judge Watts told Court members that they should review the Design Review Ordinance and its intent, looking at the mission of what it was trying to accomplish, and determining whether this project fits what the county's ordinance is trying to accomplish. Questions centered around life-span of the type of structure that has been proposed, as well as on sewage plan for the impacted area.

ORDINANCE SETTING BUDGET FOR NELSON COUNTY FOR FISCAL YEAR 2017-18 (FIRST READING)

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinance relating to the budget for Nelson County for FY 2017-18.

Said proposed ordinance was read in open Court in resume form and a full copy of the proposed ordinance is as follows:

Fiscal Court Orders

BUDGET SUMMARY

WHEREAS, the proposed budget was tentatively approved by the fiscal court on May 2, 2017, and will be imminently approved as to form and classification by the State Local Finance Officer.

NOW THEREFORE, be it ordained by the Fiscal Court of Nelson County, Commonwealth of Kentucky:

SECTION ONE. The following budget is proposed for the Fiscal Year 2017-2018 and the amounts stated are appropriated for the purposes indicated.

(01) GENERAL FUND	
General Government	\$ 1,323,700
Protection to Persons & Property	2,220,100
General Health & Sanitation	868,600
Social Services	173,200
Recreation	516,600
Roads	55,900
Transportation	235,000
Capital	377,000
Administration	1,916,900
Reserve	237,000
TOTAL	<u>\$ 7,924,000</u>

(02) ROAD FUND	
Roads	\$ 1,334,400
Capital	1,782,000
Administration	440,900
Reserve	246,700
TOTAL	<u>\$ 3,804,000</u>

(03) JAIL FUND	
Protection to Persons & Property	\$ 1,517,700
Administration	344,300
Reserve	30,000
TOTAL	<u>\$ 1,892,000</u>

(04) LGEA FUND	
Roads	\$ 140,000
Reserve	95,000
TOTAL	<u>\$ 235,000</u>

(09) EMS FUND	
Protection to Persons & Property	\$ 1,941,800
Capital	182,500
Administration	672,700
Reserve	25,000
TOTAL	<u>\$ 2,822,000</u>

(13) SOLID WASTE FUND	
General Health & Sanitation	\$ 1,760,000
Capital	190,000
Administration	335,000
Reserve	287,000
TOTAL	<u>\$ 2,572,000</u>

(15) LANDFILL	
General Health & Sanitation	\$ 1,432,500
Capital	100,000
Administration	450,500
Reserve	1,690,000
TOTAL	<u>\$ 3,673,000</u>

(23) OCC LICENSE TAX FUND	
General Government	\$ 141,300
Transportation	4,800
Capital	20,000
Administration	14,900
Reserve	100,000
TOTAL	<u>\$ 281,000</u>

(97) PUBLIC IMPROVEMENT CORP FUND	
General Health & Sanitation	\$ 7,200
Debt Reserve	902,800
TOTAL	<u>\$ 910,000</u>

Fiscal Court Orders

May 2, 2017
REGULAR SESSION OF NELSON FISCAL COURT

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SECTION TWO. This Ordinance shall be published in the Kentucky Standard by title and summary within thirty (30) days following adoption.

SECTION THREE. This Ordinance becomes effective upon passage and publication.

After a first reading, motion was made by Bernard Ice, second by Jeff Lear, by unanimous vote of the Court members present, **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.

CLOSED SESSION

On motion of Sam Hutchins, second of Bernard Ice, by affirmative vote of all Court members present, **IT IS HEREBY ORDERED** to recess from regular session and to convene in closed session, as regulated by KRS 61.810 (1)g "for discussion between a public agency and a representative of a business entity. . .if open discussions would jeopardize the siting, retention, expansion or upgrading of the business".

On motion of Jeff Lear, second of Bernard Ice, and on affirmative vote of all Court members present, **IT IS HEREBY ORDERED** to leave closed session and to reconvene in regular session.

On motion of Sam Hutchins, second of Jeff Lear, by unanimous vote of Court members present, **IT IS HEREBY ORDERED** to adjourn the May 2 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK