

Fiscal Court Orders

COURT MET IN REGULAR SESSION, PRESENT COUNTY JUDGE-EXECUTIVE DEAN WATTS AND THE FOLLOWING NAMED MAGISTRATES: KEITH METCALFE, SAM HUTCHINS, BERNARD ICE, JEFF LEAR AND JERRY HAHN.

MINUTES APPROVED - SPET 19

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. 19 session of Nelson Fiscal Court as presented.

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
October 3, 2017**

Name	Memo	Account	Amount
01 General Fund			
ADP	PR processing 083117 090717	9100301 · Payroll Processing	\$ 47.92
Bluegrass Seed & Fertilizer	Weed killer	5090406 · County-wide Main Supplies	96.00
Bralin Manufacturing Inc.	Bags	5020427 · Coroner Supplies	1,167.58
Brite Wholesale	Bulbs - Judge Kelley courtroom	5081334 · Justice Center Bldg Maint	63.68
Brite Wholesale	Internet setup	5401334 · Recreation Bldg/Grounds Maint	31.48
Bumper to Bumper	Bed liners - new trucks	5115723 · Code Enf Vehicles	520.00
Buzick	Football concession door plate	5401334 · Recreation Bldg/Grounds Maint	28.38
Central Ky Comm Action	Staffing for Voluntary Action	5301315 · Community Action Services	1,014.00
Chase Card Services	Postage	5001445 · CJE Office Expense	176.60
Chase Card Services	Postage meter ink	5040445 · Treasurer Office Supplies	70.98
Chase Card Services	Lock - Brian's truck	5090340 · Maintenance - Vehicle Maint	16.39
Chase Card Services	Drug Task Force - entrance door	5105741 · Law Enforcement Bldg	159.95
Chase Card Services	Postage	5115445 · Codes - Office Expense	50.00
Chase Card Services	Cancel software- Don	5115445 · Codes - Office Expense	(64.99)
Chase Card Services	Certified mail - nuisance reports	5115563 · Codes - Postage	13.39
Chase Card Services	Step bars - new trucks	5115723 · Code Enf Vehicles	476.00
Chase Card Services	EMA conference	5135569 · EMA Staff training	285.00
Chase Card Services	Internet set-up, security cameras	5401334 · Recreation Bldg/Grounds Maint	1,164.61
Code Administrators Assoc	Spaulding, Blankenship training	5115569 · Codes - Staff Training	370.00
Cutting Edge Constr	Window restorations- Tourism office	5080571 · Old Courthouse Bldg Repairs	2,037.00
Danville Office	Monthly copier agreement	5001445 · CJE Office Expense	45.68
Dave Cook Construction	Samuels Hall - Draw #1	5425715 · Fairgrounds Improvements	60,000.00
Duplicator Sales	Monthly copy charges	5205445 · Animal Control Office supplies	17.33
Edelen Graphics	Decals - new trucks	5115723 · Code Enf Vehicles	108.00
Flaget Memorial Hospital	Suspect lab test	5105547 · Law Enforc Suspect Testing	40.00
J & G Equip	Wcdeater supplies	5340427 · Comm Svc Supplies	55.95
Kentucky One	Employee medical	9400547 · Employee Medical/WC Claims	140.00
Leo Talbott & Sons	AC and chiller pump service	5080329 · Old Courthouse Main Contracts	585.00
Leo Talbott & Sons	AC service	5087329 · Old Library Maint Contracts	420.00
Leo Talbott & Sons	Heat pumps, Cooling towers	5415329 · Civic Center Maint Contracts	525.00
Lowe's	Plumbing repairs	5080334 · Old Courthouse Bldg Maint	46.48
Lowe's	Bulbs - grand jury room	5081334 · Justice Center Bldg Maint	12.34
Lowe's	Mold testing kits	5090406 · County-wide Main Supplies	37.88
Lowe's	Football building repair/maint	5401334 · Recreation Bldg/Grounds Maint	232.18
Lowe's	Maint supplies	5401427 · Recreation Maint Supplies	22.75
Mid America Sports Advantage	Goal post pads - football	5401467 · Recreation Supplies & Equipment	1,500.00
Nu Life Cartridge	Window envelopes	5001445 · CJE Office Expense	222.49
Nu Life Cartridge	Window envelopes	5040445 · Treasurer Office Supplies	148.32

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Pat's Appliance	Refrigerator	5105709 · Law Enforc Furniture & Fixtures	819.00
Rochester Miller Restoration	Tuckpoint/masonry restoration	5086548 · Trigg Estate Preservation Funds	14,457.00
Ronnie's Custom Care	Monthly cleaning	5081329 · Justice Center Main Contracts	4,000.00
S & P Cleaning Svc	Cleaning service 0917	5080329 · Old Courthouse Main Contracts	1,200.00
S & P Cleaning Svc	Cleaning service 0917	5085329 · Sutherland Bldg Main Contracts	1,250.00
Schiller	Door strike plates	5082334 · SOB Bldg Main	17.36
Schiller	Deadlocks	5205334 · Animal Control Building Main	200.58
Shills, Barry D	Fall baseball league	5405348 · Recreation Program Support	180.00
Smith, Jeremy	Baseball Fall League	5405348 · Recreation Program Support	180.00
Tatum Auto Supply	Rocker switches	5115340 · Codes - Vehicle Maintenance	14.98
Total Truck Parts, Inc.	Safety lights - new trucks	5115723 · Code Enf Vehicles	400.88
Walmart- Sheriff	Computer - Jon Snow	5105441 · Law Enforcement Equipment	679.00
Willett's Lawn & Landscape	Mowing Aug 2017	5081329 · Justice Center Main Contracts	680.00
Willett's Lawn & Landscape	Baseball moving Aug 2017	5401329 · Recreation Maint Contracts	500.00
Willett's Lawn & Landscape	Football moving Aug 2017	5401329 · Recreation Maint Contracts	1,600.00
Willett's Lawn & Landscape	Football setup (1/2only) Aug 2017	5401329 · Recreation Maint Contracts	375.00
Willett's Lawn & Landscape	Soccer mowing Aug 2017	5401329 · Recreation Maint Contracts	2,915.00
Willett's Lawn & Landscape	Soccer painting Aug 2017	5401329 · Recreation Maint Contracts	800.00
Willett's Lawn & Landscape	Soccer setup Aug 2017	5401329 · Recreation Maint Contracts	800.00
Willett's Lawn & Landscape	Culvertown Park Aug 2017	5401329 · Recreation Maint Contracts	280.00
Willett's Lawn & Landscape	Balltown Park Aug 2017	5401329 · Recreation Maint Contracts	200.00
Zuercher Technologies	Zuercher software maint agreement	5105590 · Software Maint Agreement	14,085.00
Total 01 General Fund			<u>117,517.17</u>

02 Road Fund

All State Truck Sales	Repairs - Brad's truck	6105443 · Parts	65.15
Bluegrass Seed & Fertilizer	Straw, seed	6105431 · Fences & ROW	170.25
Bumper to Bumper	Garage supplies	6105427 · Garage supplies	64.96
Bumper to Bumper	2005 Dually - credit	6105443 · Parts	(23.62)
Bumper to Bumper	Truck 300	6105443 · Parts	6.19
Buzick	Wood stakes, wire mesh	6105427 · Garage supplies	126.59
Chase Card Services	Postage	6103445 · Office Supplies	52.64
Irving Materials Inc.	Leamon Ford, Timber Creek	6105457 · Bridge & Culvert Materials	1,448.51
Tatum Auto Supply	Metric set	6105427 · Garage supplies	39.99
Tatum Auto Supply	Piston valve, socket	6105443 · Parts	56.98
Total Truck Parts, Inc.	Air tool lubricant	6105427 · Garage supplies	5.46
Total Truck Parts, Inc.	Road tractor, Truck 300	6105443 · Parts	129.47
University of Ky Transp	Pesticide training - 2 persons	6105569 · Staff Training	198.00
Whayne Supply	Backhoe, CAT roller	6105443 · Parts	977.76
Total 02 Road Fund			<u>3,318.33</u>

04 LGEA Fund

Mago Construction	Poplar Wood, Keith Knob	6105405 · Hot and cold mix	2,413.81
Total 04 LGEA Fund			<u>2,413.81</u>

03 Jail Fund

Buzick	Worklight - Brian	5101406 · Maint Tools and Supplies	33.99
Buzick	Ceiling tiles - kitchen area	5101334 · Building Maintenance	154.75
Chase Card Services	Staff bathroom door repairs	5101334 · Building Maintenance	385.00
Chase Card Services	Blender	5101423 · Food Prep & Serving Supplies	21.74
Chase Card Services	TV sets (2)	5101428 · Canteen Inventory	176.00
Chase Card Services	Telephone power cords (6)	5101445 · Office Supplies	135.91
Clems	Food	5101425 · Food	2,733.01
Dean Milk	Milk	5101425 · Food	1,108.89
Flowers Baking Co	Bread	5101425 · Food	763.41
Interstate Security	Smoke detector service call	5101329 · Building Main Contracts	108.00
Kentucky One	Inmate medical	5101549 · Routine Medical	76.00
Leo Talbott & Sons	AC service, freon	5101329 · Building Main Contracts	1,215.00
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	2,787.62
Nu Life Cartridge	Coin envelopes, paper, DVD's	5101445 · Office Supplies	156.08
Schiller	Door closers	5101334 · Building Maintenance	571.20
Total 03 Jail Fund			<u>10,426.60</u>

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09 Ambulance Fund			
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	1,069.55
Chase Card Services	Maint tools	5140334 · Building maintenance	42.40
Chase Card Services	Postage	5140563 · Postage	490.00
CMS Uniforms	Uniform shirts	5140481 · Staff Uniforms	143.90
Louisville Metro EMS	BLS/ACLS cards	5140569 · Training	43.00
Nelson Co Health Dept	Employee medical	5140549 · Employee Medical	61.00
Pat's Alterations	Uniform alterations	5140481 · Staff Uniforms	36.00
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	542.13
Shred-It USA	File destruction service	5140445 · Office Expense	79.31
Stenicycle	Steri safe	5140550 · Medical supplies & Materials	90.74
TESS Company	Oxygen	5140550 · Medical supplies & Materials	234.60
Total 09 Ambulance Fund			<u>2,832.63</u>
Total General Fund Bills			<u>\$ 136,508.54</u>

Nelson County Fiscal Court Bills for Court Approval October 3, 2017

Name	Memo	Account	Amount
13 Solid Waste Fund			
City of Bardstown	Quarterly Order - City Garbage	5215566 · Reimbursements	\$ 1,938.00
Lasco	Trucks 414, 416; stock supplies	5215443 · Parts	2,797.56
Lyvers, Brandon	Boot allowance	5215481 · Employee uniforms	75.00
Tatum Auto Supply	Trucks 410, 414	5215443 · Parts	134.18
Total 13 Solid Waste Fund			<u>4,944.74</u>
15 Landfill Fund			
AmeriGas	Propane	5210578 · Utilities	233.44
Big Three Tractor	Tractor - filters, o-rings	5210443 · Parts	186.40
Chase Card Services	Jaltest diagnostic software	5210427 · Main supplies	297.60
Chase Card Services	Postage, software subscriptions	5210445 · Office Expense	90.39
Kimberland, David	Office cleaning 0917	5210329 · Maintenance Contracts	525.00
Lasco	Truck 413, filters	5210443 · Parts	1,817.36
Low's	Shop tool cabinet, tools	5210475 · Tools	534.92
Quill Corporation	Safety glasses	5210594 · Crew Safety Equipment	133.92
Tatum Auto Supply	Gloves, air tool oil	5210427 · Main supplies	29.98
Tatum Auto Supply	Gradall, dozer, tool truck, Truck 304	5210443 · Parts	411.42
Wayne Supply	Backhoe, Hightlift - oil change kits	5210443 · Parts	727.38
Total 15 Landfill Fund			<u>5,007.81</u>
23 Occupational Tax Fund			
Chase Card Services	Postage	5047445 · OLF Office supplies	100.00
Shred-It USA	File destruction service	5047445 · OLF Office supplies	73.14
Total 23 Occupational Tax Fund			<u>173.14</u>
97 PIC			
Willett's Lawn & Landscape	Plaza, Greenspace moving Aug 2017	5084329 · Bldg Main Contracts	400.00
Total 97 PIC			<u>400.00</u>
Total PIC Bills			<u>\$ 10,525.69</u>
Total Bills			<u>\$ 147,034.23</u>
Nelson County Fiscal Court Additional Bills for Court Approval October 3, 2017			
Name	Memo	Account	Amount
01 General Fund			
ADP	PR processing 091517	9100301 · Payroll Processing	\$ 466.73
Bardstown Housing Auth	Bethany Haven - Oct 2017	5315399 · Emergency Shelter for Children	300.00
BDM Collision Center	SO 48 - rear door repairs	5105340 · Law Enforc Vehicle maintenance	2,044.75

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BDM Collision Center	SO 51 - labor to repair moulding	5105340 · Law Enforc Vehicle maintenance	150.00
Beaven Equipment	SO 39	5105340 · Law Enforc Vehicle maintenance	720.00
Buzick	Extension office- entry door repairs	5415334 · Civic Center Bldg Maint	71.99
Conway Heaton	SO 51	5105340 · Law Enforc Vehicle maintenance	12.67
Cundiff, Leo	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Duplicator Sales	Monthly copy charges	5205445 · Animal Control Office supplies	19.23
Galls	Voils, Riley	5105481 · Law Enforc Uniforms	180.61
Hillyard	Cleaning and custodial supply	5105411 · Law Enforc Custodial Supplies	723.40
Lowe's	Baseball field maint	5401334 · Recreation Bldg/Grounds Maint	61.22
Pro Air Midwest	Air compressor maint agreement	5135336 · EMA Equipment Repairs	1,420.00
Select Security	Quarterly alarm monitoring	5085329 · Sutherland Bldg Main Contracts	103.05
Select Security	Quarterly alarm monitoring	5205329 · Animal Control Maint Contracts	90.00
Sherwin Williams	Rebuild kit - paint machine	5401427 · Recreation Maint Supplies	56.10
Shilts, Barry D	Fall baseball league	5405348 · Recreation Program Support	135.00
Smith, Jeremy	Baseball Fall League	5405348 · Recreation Program Support	135.00
Underwood, Judith A	Civic Center Cleaning 0917	5415329 · Civic Center Maint Contracts	850.00
Total 01 General Fund			7,639.75
02 Road Fund			
Kerr Office Plus	Monthly copy charges	6103445 · Office Supplies	15.00
Lasco	Filters	6105443 · Parts	114.28
Sublet Contractors	Truck 306	6105336 · Equipment repairs	23.12
Total Truck Parts, Inc.	Tarp for dump truck	6105443 · Parts	100.98
Total 02 Road Fund			253.38
03 Jail Fund			
Lowe's	Visitation door repairs	5101334 · Building Maintenance	13.02
Total 03 Jail Fund			13.02
09 Ambulance Fund			
Beaven Equipment	Sq 35, 41	5140340 · Vehicle Maintenance & Repairs	675.00
Beaven Equipment	Sq 35, 41	5140443 · Vehicle Parts	1,673.85
Fleet Matrics	GPS Service Agreement	5140336 · Equipment Maintenance & Repairs	452.50
Total 09 Ambulance Fund			2,801.35
13 Solid Waste Fund			
Kimball Midwest	Garage supplies	5215427 · Garage supplies	109.15
Total 13 Solid Waste Fund			109.15
15 Landfill Fund			
California Contr Supply	Thermal Gloves	5210594 · Crew Safety Equipment	150.00
Total 15 Landfill Fund			150.00
Total Additional Bills			\$ 10,966.65

NELSON COUNTY FISCAL COURT

Paid Bills and Upcoming Transfers for Court Approval
October 3, 2017

Fund/Vendor	Description	Account	Amount
<i>General Fund</i>			
Conway Heaton	2018 Ford F150	5115723 · Codes Enforcement Vehicles	\$ 31,435.00
Conway Heaton	2018 Ford F150 - additional feature	5115723 · Codes Enforcement Vehicles	750.00
Kimball Midwest	No skid tape	5090427 · Maintenance - Supplies	68.54
Less Discount			(0.69)
 <i>Road Fund</i>			
Lawson Products	Garage supplies	6105427 · Garage supplies	175.93
Less Discounts			(1.76)

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KY WIRED

Bryan Bell of Bluegrass Network LLC and John Selent, Dinsmore Legal Counsel, appeared before Nelson Fiscal Court with documents necessary for creation and awarding of a telecommunications franchise as proposed for implementation of the State of Kentucky's Kentucky Wired project. Questioned about reports that State government is considering "pulling the plug" on the project, Bell told Court members that Bluegrass Network's role is only that of a contractor chosen to install fiberoptic lines; however, Bell explained that there has been such significant investment already in this project and that he is confident that the program will continue through completion. He also explained costs for building a mile of the fiberoptic network and costs previously incurred by the State as it contracted with some high-cost providers. Intent of partnering with companies such as Bluegrass is to mitigate some of the cost of construction of the network. Following further discussion concerning aspects of the KY Wired project, Judge Watts explained his intent to meet with County Judge-Executives from Marion and Washington Counties before Nelson Fiscal Court moves forward with its franchise ordinance. Note: Lear absent during this discussion.

CERS RESOLUTION

In cooperation with KACo (Kentucky Association of Counties), and on motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following resolution related to County Employees Retirement System:

RESOLUTION

WHEREAS, the membership of the County Employees Retirement System (hereinafter also referred to as "CERS") is comprised of the employees and retirees from participating counties, cities and other local governmental units of the Commonwealth of Kentucky and includes certain employees, other than teachers and other professional employees, of local boards of education; and

WHEREAS, the membership of the Kentucky Employees Retirement System (hereinafter also referred to as "KERS") is comprised of the employees and retirees of most state agencies of the Commonwealth of Kentucky; and

WHEREAS, the membership of the State Police Retirement System (hereinafter also referred to as "SPRS") is comprised of the regular full-time peace officers of the Department of Kentucky State Police; and

WHEREAS, CERS, KERS AND SPRS are jointly administered by the board of trustees of the Kentucky Retirement Systems (hereinafter also referred to as "KRS") that is comprised of 17 members, only 6 of which are elected by the KRS members and the remainder are appointed by the Governor of the Commonwealth of Kentucky; and

WHEREAS, the membership of the Teachers' Retirement System of the State of Kentucky (hereinafter also referred to as "TRS") is comprised of the teachers and other professional employees of various educational institutions of the Commonwealth of Kentucky, including but not limited to, local boards of education, regional universities, state operated vocational schools, regional educational cooperatives and the Kentucky Department of Education; and

WHEREAS, Governor Matt Bevin recently reconstituted the KRS Board of Trustees by executive order, which was subsequently approved by the legislature, giving him, through his appointees, a majority of the seats on the Board, instead of the majority being comprised of the elected representatives of the retirement systems' members as had historically been the case; and

WHEREAS, KERS is the worst funded public employee pension system in the United States, having only 18.9% of the assets as of June 30, 2016 needed to meet its actuarially projected liabilities (KERS Non-Hazardous and KERS Hazardous combined); and

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WHEREAS, CERS had 58.7% of the assets as of June 30, 2016 needed to meet its actuarially projected liabilities (CERS Non-Hazardous and CERS Hazardous combined); and

WHEREAS, SPRS had only 30.3% of the assets as of June 30, 2016 needed to meet its actuarially projected liabilities; and

WHEREAS, TRS had only 54.6% of the assets as of June 30, 2016 needed to meet its actuarially projected liabilities; and

WHEREAS, for 15 out of 22 years commencing in Fiscal Year 1992-93, the state legislature and the governor failed to fund KERS at the actuarially required contribution levels set, as statutorily required, by the KRS Board of Trustees; and

WHEREAS, the state's underfunding of KERS is exacerbated by the lost investment income that could have been earned on the funds that were withheld from KERS;

WHEREAS, CERS employers have ALWAYS paid the retirement contribution rates set by the KRS Board of Trustees on behalf of their employees; and

WHEREAS, the newly reconstituted KRS Board of Trustees recently adopted new actuarial assumptions for investment returns that increased the unfunded actuarial liabilities of CERS, KERS and SPRS; and

WHEREAS, as of June 30, 2016, there were 41,738 active employees and 47,970 retired beneficiaries in KERS; and

WHEREAS, as of June 30, 2016, there were 89,748 active employees and 64,902 retired beneficiaries in CERS; and

WHEREAS, as of June 30, 2016, there were 908 active employees and 1,515 retired beneficiaries in SPRS; and

WHEREAS, as of June 30, 2016, there were 71,848 active employees and 51,563 retired beneficiaries in TRS; and

WHEREAS, KRS paid \$1,888,172,179 in benefits to the 103,777 retired KRS members in Fiscal Year 2015-16; and

WHEREAS, the National Institute of Retirement Security finds that for each \$1.00 paid out in pension benefits supported \$1.43 in total economic activity in Kentucky; and

WHEREAS, the average annual retirement allowance for KERS Non-Hazardous retirees for Fiscal Year 2015-16 was \$20,633 and their average age was 68.8 years; and

WHEREAS, the average annual retirement allowance for KERS Hazardous retirees for Fiscal Year 2015-16 was \$14,869 and their average age was 63.9 years; and

WHEREAS, the average annual retirement allowance for CERS Non-Hazardous retirees for Fiscal Year 2015-16 was \$11,264 and their average age was 69.4 years; and

WHEREAS, the average annual retirement allowance for CERS Hazardous retirees for Fiscal Year 2015-16 was \$25,143 and their average age was 60.2 years; and

WHEREAS, the average annual retirement allowance for SPRS retirees for Fiscal Year 2015-16 was \$37,393 and their average age was 62.4 years; and

WHEREAS, the retirement benefits set forth and promised to current and retired employees in CERS, KERS, SPRS, and TRS on the day they began work and amended thereafter, constitute an inviolable contract between the state and the employees and retirees; and

WHEREAS, the state has a legal, moral and ethical obligation to keep the promises made to employees and retirees regarding their retirement benefits; and

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Kentucky Association of Counties that KACo does hereby urge Governor Matt Bevin and the Kentucky General Assembly to, first and foremost, honor and fulfill the retirement benefits promised as part of the inviolable contracts to all public employees in all retirement systems in the Commonwealth of Kentucky and to fund KERS, SPRS and TRS going forward at the actuarially determined required levels.

AND BE IT FURTHER RESOLVED that as a method of attempting to protect the retirement benefits promised to the members of the CERS, KACo also urges the General Assembly to pass legislation and further urges Governor Bevin to sign such legislation separating CERS from KRS and establishing a separate, independent board of trustees chosen by the members and participating employers of CERS to govern the affairs of CERS and fulfill the fiduciary duties to the members of the system as outlined in Senate Bill 226, filed in the 2017 Legislative Session of the Kentucky General Assembly.

Done this the 24TH day of August, 2017.

Bruce Todd, President
Kentucky Association of Counties

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HOMELAND SECURITY GRANT - TASERS

Record:



RECEIVED SEP 25 2017

OFFICE OF THE GOVERNOR KENTUCKY OFFICE OF HOMELAND SECURITY

Matthew G. Bevin
Governor

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

John W. Holiday
Executive Director

September 22, 2017

Honorable Dean Watts
Nelson County Judge/Executive
1 Court Square, 2nd Floor
Bardstown, KY 40004

Dear Judge Watts:

On behalf of Governor Matthew Bevin, I am pleased to inform you that your county has been awarded \$25,360.00 from the Kentucky Office of Homeland Security Law Enforcement Protection Grant Program. The award is toward the purchase of 29 Tasers and 1 dataport unit so the Nelson County Sheriff's Office can better serve and protect the citizens of the county.

The Law Enforcement Protection Program is a state program funded solely by the sale of confiscated weapons received by the Kentucky State Police from agencies such as your sheriff's office.

Detailed information is forthcoming from our office about specific requirements to begin your task. However, no portion of Law Enforcement Protection funds may be obligated or used in any manner until an agreement is formally created, signed, and returned to you.

If you have any questions, please contact Junnadel Bowling at 502.564.2081 or LEPP@ky.gov.

Very Respectfully,

A handwritten signature in black ink, appearing to read "John W. Holiday".

John W. Holiday
Executive Director

c: Honorable Jimmy Higdon, Kentucky State Senator
Honorable Chad McCoy, Kentucky State Representative
Wendell Lawrence, Executive Director, Lincoln Trail Area Development District

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WICKLAND - ADVERTISE FOR CONTRACTORS

Layout of the fire-damaged Wickland smaller home was given to magistrates. On recommendation of County Engineer Brad Spalding, and on motion of Keith Metcalfe, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to advertise for contractors to manage this project.

DEPARTMENT REPORTS

**ROAD DEPARTMENT

REGULAR MAINTENANCE - In Brad Spalding's absence, John Greenwell gave regular Road Department report, including bushhog report, boom mower report, Grade-All and hot mix patching reports, and advertisement for bids on

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Hugh Ice Rd. bridge replacement.

PLUM RUN RD. - STATE FUNDING - On motion of Jerry Hahn, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following resolution and to authorize the County Judge-Executive to sign the contract with the State:

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 \$126,665 for the FD39 Plum Run 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 3rd day of September, 2017.

PRINTED NAME, Elaine Filiatreau

SIGNED NAME 

FISCAL COURT CLERK OF NELSON COUNTY

NELSON COUNTY
RESURFACING
PLUM RUN ROAD
\$126,665 - 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,"

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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 Plum Run Road (CR 1062) 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 \$126,665 in state contingency funding (FD39) for the completion of this Project; and

WHEREAS, any cost in excess of the reimbursement funding (\$126,665) 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 \$126,665 for completion of work by the LPA, or consultants, contractors, or subcontractors hired by the LPA, under the obligations of this Agreement for resurfacing Plum Run Road (CR 1062) from US 31E extending northeasterly to Stoner Road for approximately 2.466 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 \$126,665 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 \$126,665 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 \$126,665 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.

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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 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

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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.

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 any asbestos containing materials and removal of contaminated soils pursuant to applicable 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

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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 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

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- 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.
- 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

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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 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

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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 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

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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 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

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Dean Watts
Judge/Executive

Greg Thomas
Secretary

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY



Office of Legal Services

DATE: 9/18/17

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LOWBOY TRAILER - On motion of Sam Hutchins, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to advertise for a low-boy trailer; this item was included in budget.

LOVE RIDGE RD. VIEWERS - Previously appointed viewers related to closing a portion of Love Ridge Rd. were found to have family members who reside on the road; therefore, on motion of Jerry Hahn, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to appoint Harold Coulter and Tracy Gordon as viewers who will examine the road and report back to Nelson Fiscal Court.

**LANDFILL/SOLID WASTE

REGULAR REPORT - John Greenwell presented a run-down of regular activity on-going at the landfill: 1) Seeding and daily coverage; 2) new compactor working very well, with anticipation of report showing degree of compaction provided by the new machine as compared with compaction using the old piece of equipment.

**RECREATION

REGULAR REPORT - Tyler Wimsett presented regular report, which included mention of work by the Road Department with paving and fixing drainage problems, and expression of appreciation to Magistrate Lear for his help with Wi-Fi availability at the park. He also noted that members of the Nelson County Honor Society had helped with trash cleanup during part of their fall break.

**JAIL

NANCY SMITH TO SERGEANT - On motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve Jailer Dorcas Figg's appointment of Nancy Smith to the position of Sergeant.

REGULAR REPORT - Presented by Jailer Dorcas Figg:

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	OUT TO CT	In House
SEPTEMBER							
Wed. 20	160	5	2	46	1	1	151
Thur. 21	165	5	2	45	1	1	156
Fri. 22	157	5	2	46	1	1	148
Sat. 23	155	5	1	45	1	1	147
Sun. 24	154	5	1	45	1	1	146
Mon. 25	151	5	2	42	1	1	142
Tue. 26	153	5	2	41	1	1	144
Wed. 27	146	5	2	42	2	1	136
Thur. 28	146	5	1	44	2	1	137
Fri. 29	148	5	1	46	2	1	139
Sat. 30	155	5	3	46	2	1	144
OCTOBER							
Sun. 01	157	5	3	46	2	1	146
Mon. 02	163	5	3	46	1	1	153
Tue. 03	162	5	2	45	2	0	153

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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 Oct. 3 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILLIATREAU, NELSON COUNTY CLERK

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