

Fiscal Court Orders

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Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,262.91
Nu Life Cartridge	Ink cartridges	5101445 · Office Supplies	149.91
Patrons Home Center	Bulbs, roll pin for refrigerator, cord ends	5101329 · Building Main Contracts	27.38
Securus	Phone cards	5101428 · Canteen Inventory	2,062.60
Total 03 Jail Fund			6,229.94
02 Road Fund			
Allied Central	Cups, towels	6105427 · Garage supplies	128.61
Bachman Parts	Chevy Dually - transfer case/gear	6105336 · Equipment repairs	1,517.51
Bluegrass Seed & Fertilizer	Straw, Ky 31	6105431 · Fences & ROW	132.75
BMS LLC	Monthly admin fees	9400205 · Employee Health Insurance	20.00
Bumper to Bumper	Mini lamps, bulbs	6105427 · Garage supplies	16.88
Bumper to Bumper	Truck 300, 303, Dually, Gradall, Chevy truck	6105443 · Parts	130.09
Bumper to Bumper	Circuit tester	6105475 · Tools	11.28
Buzick	Concrete	6105469 · Signs & Posts	3.69
Central Salt LLC	Salt	6105471 · Snow removal	3,253.51
Concept Communications	Install radio in Gradall	6105339 · Radio Repair and Maint	218.00
Econo Signs LLC	Various street signs	6105469 · Signs & Posts	267.65
Fastenal	Fred'burg Bridge; snow plow, truck 304	6105443 · Parts	96.44
Holt Computers	Monitor - Jim	6103445 · Office Supplies	179.00
Joe Hill's	Chain saw files	6105475 · Tools	3.49
Kenway	Ice melt	6105427 · Garage supplies	70.00
Kerr Office Plus	Staple cartridge for copier	6103445 · Office Supplies	49.50
Ky Truck Sales, Inc.	Road Tractor	6105443 · Parts	27.32
Municipal Equip	Salt spreader - motor	6105443 · Parts	192.82
Patrons Home Center	Bulbs	6103329 · Building Main Contracts	30.98
Patrons Home Center	Drive socket, adaptor	6105475 · Tools	10.48
Sublet Contractors	Trucks 301, 305	6105336 · Equipment repairs	440.61
Tatum Auto Supply	Clay	6105427 · Garage supplies	29.95
Tatum Auto Supply	Shop tools, boom mower, gradall, dually	6105443 · Parts	141.59
Total Truck Parts, Inc.	Truck 300	6105443 · Parts	206.62
Truck Parts & Service	Truck 304, 306	6105443 · Parts	150.31
Total 02 Road Fund			7,329.08
09 Ambulance Fund			
Bardstown Upholstery	Repair ambulance seats	5140340 · Vehicle Maintenance & Repairs	687.00
Beaven Equipment	Sq 35 36 37	5140340 · Vehicle Maintenance & Repairs	640.00
Beaven Equipment	Sq 35 36 37	5140443 · Vehicle Parts	2,365.20
BMS LLC	Monthly admin fees	9400205 · Employee Health Insurance	24.00
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	60.10
Cardmember	Computer supplies, cable crimp, crimp tool	5140336 · Equipment Maintenance & Repairs	218.78
Cardmember	Fuel - Macon GA transport	5140429 · Fuel & Oil	215.78
Cardmember	Motor oil, deicer	5140439 · Oil, lubes	68.72
Cardmember	Pens, planner, notepads	5140445 · Office Supplies	52.96
Cardmember	Postage, mailings	5140563 · Postage	357.20
Cardmember	Conference fee, software update	5140569 · Training	450.00
Cardmember	Scanner	5140739 · EMS Equipment	399.99
Cardmember	Computer equipment - electronic patient care	5140739 · EMS Equipment	851.28
Conway Heaton	Sq 36	5140340 · Vehicle Maintenance & Repairs	180.62
Conway Heaton	Sq 36, 42	5140443 · Vehicle Parts	585.61
Creative Coach Sales	Air spring kit	5140443 · Vehicle Parts	154.15
Credit Clearing House	Delinquent collections	5140320 · Collection services	495.32
Dell Marketing LP	Mobile data equipment	5140703 · Mobile Data Grants	3,874.89
Greenwell Bros., Inc.	Propane	5140578 · Utilities	314.90
Hurst Discount Drugs	Employee medical	9400547 · Employee Medical/WC Claims	30.85
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	319.62
Patrons Home Center	Bulbs	5140334 · Building maintenance	43.99
Patrons Home Center	Clamps for oxygen tanks/keys	5140550 · Medical supplies & Materials	3.18
Reimburse, Joe	Reimburse for mailings	5140563 · Postage	6.20
QuadMed Inc	Catheters, eye shields, tubes, collars, supplies	5140550 · Medical supplies & Materials	981.45
Select-Tech Inc	Sq 36	5140443 · Vehicle Parts	270.94
Total 09 Ambulance Fund			13,652.73
Total			\$ 176,980.44

**Nelson County Fiscal Court
PIC Bills for Court Approval
March 1, 2011**

Name	Memo	Account	Amount
13 Solid Waste Fund			
BMS LLC	Monthly admin fees	9400205 · Employee Health Insurance	\$ 4.00
Bumper to Bumper	Filter, toggle switch, oil and lubricants	5215548 · Dead Animal Program Expense	52.59
Municipal Equip	Clevis pin	5215443 · Parts	12.45
Raben Tire Co	Tires, repairs	5215479 · Tires	1,357.75
Tatum Auto Supply	Truck 412	5215443 · Parts	149.90
Tatum Auto Supply	Vehicle maint - u joints, coolant	5215548 · Dead Animal Program Expense	123.93
Truck Parts & Service	Hose, dome cap, wiper blades, bulbs	5215443 · Parts	243.71
Total 13 Solid Waste Fund			1,944.33
15 Landfill Fund			
BMS LLC	Monthly admin fees	9400205 · Employee Health Insurance	4.00
Cardmember	Internet equipment & svc	5210578 · Utilities	69.95

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Cintas First Aid & Safety	First aid supplies	5210594 · Crew Safety Equipment	47.33
Hub City Printing	Service ticket agreements	5210445 · Office Expense	450.00
Kimberland, David	Office cleaning Feb 11	5210329 · Maintenance Contracts	340.00
Quill Corporation	Laminator cartridge, post it notes	5210445 · Office Expense	66.95
Scott-Gross Co	Oxygen, acetylene, CO2	5210427 · Main supplies	28.83
Spalding, Brad	Parking fee for PAIKY conference	5210577 · Travel Expense	21.00
Tatum Auto Supply	826 Compactor	5210443 · Parts	66.21
Total 15 Landfill Fund			1,094.27
97 PIC			
Cardmember	Annual Secretary of State filing fees for PIC	5001445 · CJE Office supplies	40.00
Kenway	Ice melt	5082411 · SOB Custodial Supplies	70.00
Kenway	Ice melt	5085411 · Custodial Supplies	70.00
Total 97 PIC			180.00
Total			\$ 3,218.60

**NELSON COUNTY FISCAL COURT
PAID BILLS FOR COURT APPROVAL
March 1, 2011**

Fund/Vendor	Description	Account	Amount
<u>General Fund</u>			
BP Gas	Fuel	5105429 · Gas	3,319.89
<u>OLF Fund</u>			
Road Fund	Transfer budgeted funds	4909 02 · Transfers to Road	100,000.00
Nelson EMS	Transfer budgeted funds	4909 09 · Transfers to EMS	100,000.00
 TOTAL PAID BILLS			\$ 203,319.89

**Nelson County Fiscal Court
Additional Bills for Court Approval
March 1, 2011**

Name	Memo	Account	Amount
<u>01 General Fund</u>			
Bard Homes	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	\$ 415.00
Bardstown Electric Supply	Foam line	5090427 · Supplies	13.00
Bardstown Electric Supply	Bulbs	5105329 · Bldg Main Contracts	34.59
Bardstown Electric Supply	Bulbs	5082329 · SOB Custodial Contract	34.59
Bardstown Electric Supply	Bulbs	5081329 · Justice Center Main Contracts	34.59
Bardstown Electric Supply	Bulbs	5085329 · Building Main Contracts	34.59
Bardstown Electric Supply	Bulbs	5080329 · Courthouse Main Contracts	34.59
Bardstown Electric Supply	Bulbs	5415329 · Building Contract Services	34.60
Bardstown Housing Authority	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	416.00
Bardstown Super Vac	Sweeping parking lot	5081329 · Justice Center Main Contracts	500.00
Bardstown Super Vac	Sweeping parking lot	5415329 · Building Contract Services	100.00
Bardstown Village Apts	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	185.00
Bluegrass Uniforms Inc.	Conder	5105481 · Uniforms	76.99
Brite Wholesale	Junction Boxes - lighting project	5405718 · Recreation capital	314.52
City of Bardstown	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	273.86
Concept Communications	Mobile Microphones (2)	5105339 · Radio repairs & main	99.00
Downs, Joseph D	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	275.00
Irving Materials Inc.	Lighting Project	5405718 · Recreation capital	402.50
KMCA	KMCA Training 02-10-11	5025569 · Magistrates Conferences	200.00
L G & E	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	157.00
LB Properties	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	325.00
Oracle Elevator Co	Elevator repairs	5080329 · Courthouse Main Contracts	941.50
Patrons Home Center	Batteries for camera	5205445 · Office supplies	3.49
RCS	Monthly agreement	5135336 · Equipment Repairs	385.00
Salt River	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	735.93
Smith, Karen	Feb 2011	5415329 · Building Contract Services	850.00
Thyssenkrupp	Quarterly elevator main	5081329 · Justice Center Main Contracts	510.62
Total 01 General Fund			7,386.96
 Total Additional Bills			\$ 7,386.96

PLANNING AND ZONING - REZONING ORDINANCE (SECOND READING)

#2346 Jesse Earl and Deborah Lynn Newton and Susan Cox Development LLC

KOC NUMBER 920.657

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

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BY CHANGING THE DISTRICT CLASSIFICATION OF PROPERTY LOCATED IN NELSON COUNTY AS HEREINAFTER DESCRIBED FROM P-1 (PROFESSIONAL OFFICE DISTRICT) TO BE REZONED AS B-3 (REGIONAL RETAIL BUSINESS DISTRICT).

WHEREAS, the Joint City-County Planning Commission of Nelson County, Kentucky, on January 11, 2011 held a public hearing under the provisions of KRS Chapter 100, and after careful consideration, the Commission on January 25, 2011, voted to approve and recommend the amendment to the Fiscal Court of Nelson County.

WHEREAS, the Court held a first reading on February 15, 2011, and after due advertisement held a second reading and adoption on March 1, 2011, and after due consideration.

UPON MOTION OF Bernard Ice, SECONDED BY Sam Hutchins, AND A VOTE BEING HAD AND THE COUNTY JUDGE ANNOUNCING THAT THE MOTION CARRIED,

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

SECTION I: Boundaries of the district as shown on district map entitled "ZONING MAP, CITIES OF BARDSTOWN, BLOOMFIELD, FAIRFIELD, NEW HAVEN AND NELSON COUNTY, KENTUCKY" be and the same are hereby amended for reasons adopted and stated in the recommendation of the Joint City-County Planning Commission all of which is made a part hereof as if fully set out herein, including the letter of recommendation dated January 27, 2011, from the said Joint City-County Planning Commission of Nelson County to the Nelson Newton (Applicant/Owner) and Susan Cox Development, LLC (Co-Applicant/Developer), is presently P-1, Professional Office District be and the same is placed as B-3, Regional Retail Business District and said property is described as follows:

Being Lots 6 and 7 of Labate Suvdivision, as shown on plat recorded in Plat Cabinet 1, Slot 404, in the Clerk's Office of the Nelson County Court containing 2.02 acres.

SECTION II: The above rezoning is subject to the following binding element:

A. Susan Cox Development, LLC agrees to limit the uses to B-1 uses not to exceed 10,000 square feet in the proposed site regarding the development of a new Dollar General.

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

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

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

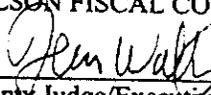
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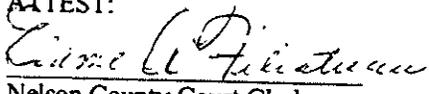
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Adopted this 1st day of March, 2011, by 5 ayes and 0 nays.

NELSON FISCAL COURT


County Judge/Executive

ATTEST:


Nelson County Court Clerk

ORDINANCE AMENDING THE ETHICS ORDINANCE (SECOND READING)

The following ordinance is approved after a second reading on motion of Keith Metcalfe, second of Jerry Hahn, and by unanimous vote of the Court:

AN ORDINANCE AMENDING AND ADOPTING AS AMENDED AN ORDINANCE STYLED: ORDINANCE NO. 150.102-2

An Ordinance Relating to the Establishment, Regulation and Administration of a single Joint Code of Ethical Conduct applicable to the elected and appointed officials, certain employees and agencies of the Cities of Bardstown, Fairfield, and the County of Nelson, in the Commonwealth of Kentucky.

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted legislation requiring this city/county to enact and enforce a code of ethics governing the conduct of city/county officers and employees beginning no later than January 1, 1995; and

WHEREAS, the officials of this city/county are committed to the operation of a city/county government that manifests the highest moral and ethical standards among its officers and employees and desire to comply with all requirements of the Commonwealth's local government ethics law;

NOW THEREFORE, Be it ordained by the Board of Commissioners for the City of Fairfield, Kentucky; and

Be it ordained by the Council for the City of Bardstown, Kentucky; and

Be it ordained by the Fiscal Court of Nelson County, Commonwealth of Kentucky.

That the following be and the same is hereby adopted as the applicable Code of Ethical Conduct and requirements for all elected and appointed officials and certain employees and agencies for each of the respective governmental bodies:

SECTION 1. Title. This ordinance shall be known and may be cited as the "Code of Ethical Conduct of the Cities of Bardstown, Fairfield and County of Nelson."

SECTION 2. Findings. The legislative body of the Cities of Bardstown, Fairfield, and County of Nelson and declare that:

(A) Public office and employment with the city/county are public trusts.

(B) The vitality and stability of the government of this city/county depends upon the public's confidence in the integrity of its elected and appointed officers and employees. Whenever the public perceived a conflict between the private interest and public duties of a city/county officer or employee, that confidence is imperiled.

(C) The government of this city/county has a duty to provide its citizens with standards by which they may determine whether public duties are being faithfully performed, and to make its officers and employees aware of the standards which the citizenry rightfully expects them to comply with while conducting their public duties.

SECTION 3. Purpose And Authority.

(A) It is the purpose of this ordinance to provide a method of assuring that standards of ethical conduct and financial disclosure requirements for officers and employees of the

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city/county shall be clearly established, uniform in their application and enforceable, and to provide the officers and employees of the city/county with advice and information concerning potential conflicts of interest which might arise in the conduct of their public duties.

(B) It is the further purpose of this ordinance to meet the requirements of KRS 65.210 to 65.300 as enacted by the 1994 Kentucky General Assembly.

(C) This ordinance is enacted under the power vested in the city/county by KRS 82.082 and pursuant to requirements of KRS 65.003.

SECTION 4. Definitions. As used in this ordinance, unless the context clearly requires a different meaning:

(A) "BUSINESS." Means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, professional service corporation, or any legal entity through which business is conducted for profit.

(B) "BOARD OF ETHICS." Means the Joint Board of Ethics of the Cities of Bardstown, Fairfield, and the of Nelson, Kentucky which is created and vested by this ordinance with the responsibility of enforcing the requirements of the city/county's code of ethics.

(C) "CITY/COUNTY." Refers respectively to the cities of Bardstown, Fairfield, and the County of Nelson, Kentucky.

(D) "CITY/COUNTY AGENCY." Means any board, commission, authority, nonstock corporation, or other entity created, either individually or jointly, by this city/county.

(E) "EMPLOYEE." Means any person, whether full-time or part-time, and whether paid or unpaid, who is employed by or provides service to the city/county. The term "employee" shall not include any contractor or subcontractor or any of their employees.

(F) "FAMILY MEMBER." Means a spouse, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

(G) "IMMEDIATE FAMILY MEMBER." Means a spouse, an unemancipated child residing in the officer's or employee's household, or a person claimed by the officer or employee, or the officer's or employee's spouse, as a dependent for tax purposes.

(H) "OFFICER." Means any person, whether full-time or part-time, and whether paid or unpaid, who is one of the following:

- (1) The Mayor.
- (2) The County Judge/Executive.
- (3) A legislative body member.
- (4) The City Clerk.
- (5) The City Attorney.
- (6) The County Clerk.
- (7) The County Attorney.
- (8) The City Manager.
- (9) The City Administrator.
- (10) The Deputy Judge/Executive.
- (11) The County Sheriff.
- (12) The Chief of Police.
- (13) The County Jailer.
- (14) The County Coroner.
- (15) The County Surveyor.
- (16) Any person who occupies a nonelected office created under KRS 83A.080.
- (17) A member of the governing body of any city/county agency who has been appointed to the governing body of the agency by the city or county.
- (18) The County Constable.

STANDARDS OF CONDUCT

SECTION 5. Conflicts Of Interest In General. Every officer and employee of the city and county and every city/county agency shall comply with the following standards of conduct:

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(A) No officer or employee, or any immediate family member of any officer or employee, shall have an interest in a business or engage in any business, transaction or activity which is in substantial conflict with the proper discharge of the officer's or employee's public duties.

(B) No officer or employee shall intentionally use or attempt to use his or her official position with the city/county to secure unwarranted privileges or advantages for himself or herself or others.

(C) No officer or employee shall intentionally take or refrain from taking any discretionary action or agree to take or refrain from taking any discretionary action or induce or attempt to induce any other officer or employee to take or refrain from taking any discretionary action on any matter before the city/county in order to obtain a financial benefit for any of the following:

- (1) The officer or employee.
- (2) A family member.
- (3) An outside employer.
- (4) Any business in which the officer or employee, or any family member has a financial interest
- (5) Any business with which the officer or employee or any family member is negotiating or seeking prospective employment or other business or professional relationship.

(D) Every officer or employee who has a substantial financial interest, as defined in subsection (A) through (C) of this section, which the officer or employee believes or has reason to believe may be affected by his participation, vote, decision or other action taken within the scope of his or her public duties shall disclose the precise nature and value of the interest, in writing, to the governing body of the city/county or city/county agency served by the officer or employee, and the disclosure shall be entered on the official record of the proceedings of the governing body. The officer or employee shall refrain from taking any action with respect to the matter that is the subject of the disclosure.

SECTION 6. Conflicts Of Interest In Contracts.

(A) No officer or employee of the county or any county agency shall directly or through others undertake, execute, hold, or enjoy, in whole or in part, any contract made, entered into, awarded, or granted by the county or a county agency including, but not limited to the following:

- (1) No magistrate, while a member of the Fiscal Court shall:
 - (a) Become interested in or receive benefits or emoluments from any contract let by the fiscal court of his county with relation to the building of roads or any internal improvements;
 - (b) Work or supervise work, for compensation, on any public road, bridge, culvert, fill, quarry pit or any other road work or internal improvement under any contract made with the fiscal court; or
 - (c) Furnish, for compensation, any material to the county to be used in the construction of any road or bridge or other internal improvement.

(2) No County Judge/Executive or county attorney shall, directly or indirectly, receive any benefits or emoluments from, furnish any material or other thing of value to be used in, or be interested in any contract let by the fiscal court for the construction of any roads, bridges or parts thereof, or any other public or internal improvement.

(3) Any officer who violates any of the provisions of this section shall be fined not less than Fifty Dollars (\$50.00) nor more than Two Hundred Dollars (\$200.00) or imprisoned in the county jail not less than ten (10) nor more than forty (40) days or both, and shall forfeit his office.

(B) No officer or employee of the city or any city agency shall directly or indirectly or through others undertake, execute, hold, or enjoy, in whole or in part, any contract made, entered into, awarded, or granted by the city or a city agency including, but not limited to the following:

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(1) The prohibition in this section shall not apply to contracts entered into before an elected officer filed as a candidate for city office, before an appointed officer was appointed to the office, or before an employee was hired by the city or city agency; provided that if the contract is renewable, the prohibition shall apply to any renewal of the contract that occurs after the officer is elected or appointed, or after the employee is hired, unless the provisions of paragraph (3) of this subsection are satisfied:

(2) The prohibition in this section shall not apply if the contract is awarded after public notice and competitive bidding, unless the officer or employee is authorized to participate in establishing the contract specifications, or awarding, or managing the contract, in which case the provisions of paragraph (3) of this subsection shall be satisfied:

(3) The prohibition in this section shall not apply if the following requirements are met:

(a) The specific nature of the contract transaction and the nature of the officer's or employee's interest in the contract are publicly disclosed at a meeting of the governing body of the city or city agency.

(b) The disclosure is made a part of the official record of the governing body of the city or city agency before the contract is executed:

(c) A finding is made by the governing body of the city or city agency that the contract with the officer or employee is in the best interests of the public and the city or city agency because of price, supply, or other specific reasons; and

(d) The finding is made a part of the official record of the governing body of the city or city agency before the contract is executed.

(C) Violation of this section is a Class A misdemeanor, and upon conviction, the court may void any contract entered into in violation of this section. Additionally, violation of this section shall be grounds for removal from office or employment, in accordance with applicable provisions of law.

SECTION 7. Receipt Of Gifts. No officer or employee of the city/county or any city/county agency shall directly or indirectly through any other person or business, solicit or accept any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence or could reasonably be expected to influence the officer or employee in the performance of his or her public duties. Excluded from this section are the following:

(A) Gifts received from relatives.

(B) Gifts accepted on behalf of the city/county and transferred to the city/county.

(C) Reasonable travel and travel-related expenses, cost of admission, food and beverages, and entertainment furnished in connection with certain specified public events, appearances, ceremonies, economic development activities, or fact-finding trips related to official government business.

(D) Usual and customary loans made in the ordinary course of business.

(E) Awards presented in recognition of public service.

SECTION 8. Use Of City/County Property, Equipment And Personnel.

(A) No officer or employee of the city/county shall use or permit the use of any city/county time, funds, personnel, equipment, or other personal or real property for the private use of any person, unless:

(1) The use is specifically authorized by a stated city/county policy.

(2) The use is available to the general public, and then only to the extent and upon the terms that such use is available to the general public.

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SECTION 9. Representation Of Interests Before City/County Government.

(A) No officer or employee of the city/county or any city/county agency shall represent any person or business, other than the city/county, in connection with any cause, proceeding, application or other matter pending before the city/county or any city/county agency.

(1) This prohibition does not apply where the officer or employee specifically discloses their position with the City or County on the record at a public meeting of the Agency, and that the Agency makes a specific finding, on the record that despite the conflict, it is in the best interests of the Agency and the public to allow the specific representation to occur.

(B) Nothing in this section shall prohibit an employee from representing another employee or employees where the representation is within the context of official labor union or similar representational responsibilities.

(C) Nothing in this section shall prohibit any officer or employee from representing himself or herself in matters concerning his or her own interest.

(D) No elected officer shall be prohibited by this section from making any inquiry for information on behalf of a constituent, if no compensation, reward or other thing of value is promised to, given to, or accepted by the officer, whether directly or indirectly, in return for the inquiry.

SECTION 10. Misuse Of Confidential Information. No officer or employee of the city/county or any city/county agency shall intentionally use or disclose information acquired in the course of his or her official duties, if the primary purpose of the use or disclosure is to further his or her personal financial interest or that of another person or business. Information shall be deemed confidential if it is not subject to disclosure pursuant to the Kentucky Open Records Act, KRS 61.872 to 61.884, at the time of its use or disclosure.

SECTION 11. Post-Employment Restriction. No officer or employee of the city/county or any city/county agency shall appear or practice before the city/county or any city/county agency with respect to any matter on which the officer or employee personally worked while in the service of the city/county or city/county agency for a period of one (1) year after the termination of the officer's or employee's service with the city/county or city/county agency.

SECTION 12. Honoraria.

(A) No officer or employee of the city/county or a city/county agency shall accept any compensation, honorarium or gift with a fair market value greater than \$100 in consideration of an appearance, speech or article unless the appearance, speech or article is both related to the officer's or employee's activities outside of municipal service and is unrelated to the officer's or employee's service with the city/county.

(B) Nothing in this section shall prohibit an officer or employee of the city/county or any city/county agency from receiving and retaining from the city/county or on behalf of the city/county actual and reasonable out-of-pocket expenses incurred by the officer or employee in connection with an appearance, speech or article, provided that the officer or employee can show by clear and convincing evidence that the expenses were incurred or received on behalf of the city/county or city/county agency and primarily for the benefit of the city/county or city/county agency and not primarily for the benefit of the officer or employee or any other person.

FINANCIAL DISCLOSURE

SECTION 13. Who Must File. The following classes of officers and employees of the city/county and city/county agencies, shall file an annual statement of financial interests with the Board of Ethics:

(A) All elected city/county officials.

(B) Members of the city/county planning and zoning commission and boards of adjustment, tourist commission, historic review board and the Bardstown Industrial Development Corporation.

(C) Members of the Board of Ethics created by this ordinance.

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(D) Non-elected officers, department heads, and employees of the city/county or any city/county agency who are authorized to make purchases of materials or services or award contracts, leases or agreements involving the expenditure of more than One Thousand Five Hundred Dollars (\$1,500).

SECTION 14. When To File Statements; Amended Statements.

(A) The initial statement of financial interests required by this section shall be filed with the Board of Ethics, or the administrative official designated as the custodian of its records by the Board of Ethics, no later than 5:00 p.m. April 1, 1995. All subsequent statements of financial interest shall be filed no later than 5:00 p.m. on December 31 each year, provided that:

(1) An officer or employee newly-appointed to fill an office or position of employment with the city/county or a city/county agency file his or her initial statement no later than thirty (30) days after the date of the appointment.

(B) The Board of Ethics may grant a reasonable extension of time for filing a statement of financial interests for good cause shown.

(C) In the event there is a material change in any information contained in a financial statement that has been filed with the Board, the officer or employee shall, no later than ninety (90) days after becoming aware of the material change, file an amended statement with the Board.

(D) In the event there has been no change in any information in the most recent financial statement filed with the Board the officer or employee may comply with the annual filing of the financial statement by filing with the Board's custodian a statement dated and signed setting out "There are no changes in any information contained in my financial statement dated _____ (insert appropriate date)."

SECTION 15. Form Of The Statement Of Financial Interest. The statement of financial interests shall be filed on a form prescribed by the Board of Ethics or the administrative official designated by the Board of Ethics. The Board, or the designated administrative official, shall deliver a copy of the form to each officer and employee required to file the statement, by first class mail or hand delivery, no later than March 1, 1995 and subsequent years no later than October 1 of each year. The failure of the Board or the designated administrative official to deliver a copy of the form to any officer or employee shall not relieve the officer or employee of the obligation to file the statement.

SECTION 16. Control And Maintenance Of The Statements Of Financial Interests.

(A) The Board of Ethics shall be the "official custodian" of the statements of financial interests and shall have control over the maintenance of the statements of financial interests. The statements of financial interests shall be maintained by the Board of Ethics, or the administrative official designated by the Board of Ethics as the "custodian" as public documents, available for public inspection immediately upon filing.

(B) All statements of financial interests shall be retained by the Board, or the designated administrative official, for a period consistent with that authorized by the Kentucky Archives and Records Commission.

SECTION 17. Contents Of The Financial Interests Statement.

(A) Nothing in this section shall be construed to require any officer or employee to disclose any specific dollar amounts nor the names of individual clients or customers of businesses listed as sources of income.

(B) The statement of financial interests shall include the following information for the preceding calendar year:

(1) The name, current business address, business telephone number, and home address of the filer.

(2) The title of the filer's office, or position of employment.

(3) The occupation of the filer and the filer's spouse.

(4) Information that identifies each source of income of the filer and the filer's immediate family members exceeding Five Hundred Dollars (\$500) during the preceding

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calendar year and the nature of the income (e.g., salary, commission, dividends, retirement fund distribution, etc.)

(5) The name and address of any business located within the state in which the filer or any member of the filer's immediate family had at any time during the preceding calendar year an interest of five percent (5%) ownership interest or more.

(6) The name and address of any business located outside of the state, if the business has engaged in any business transactions with the city/county during the past three (3) years, or which is anticipated to engage in any business transactions with the city/county, in which the filer or any member of the filer's immediate family had at any time during the preceding calendar year an interest of five percent (5%) ownership interest or more.

(7) A designation as commercial, residential, or rural and the location of all real property within the county, other than the filer's primary residence, in which the filer or any member of the filer's immediate family had during the preceding calendar year an interest of Ten Thousand Dollars (\$10,000) or more.

(8) Each source by name and address of gifts or honoraria having a fair market value of One Hundred Dollars (\$100) or more from any single source, excluding gifts received from family members, received by the filer or any member of the filer's immediate family during the preceding calendar year.

(9) The name and address of any creditor owed more than Two Thousand Dollars (\$2,000), except debts arising from the purchase of a primary residence or the purchase of consumer goods which are bought or used primarily for person, family or household purposes (e.g., credit cards, auto loans, etc.)

SECTION 18. Noncompliance With Filing Requirements.

(A) The Board of Ethics, or the designated administrative official, shall notify by certified mail each person required to file a statement of financial interests who fails to file the statement by the due date, files an incomplete statement, or files a statement in a form other than that prescribed by the Board. The notice shall specify the type of failure or delinquency, shall establish a date by which the failure or delinquency shall be remedied, and shall advise the person of the penalties for a violation.

(B) Any person who fails or refuses to file the statement or who fails or refuses to remedy a deficiency in the filing identified in the notice under subsection (A) within the time period established in the notice shall be guilty of a civil offense and shall be subject to a civil fine imposed by the Board in an amount not to exceed Twenty-Five Dollars (\$25) per day, up to a maximum total civil fine of Five Hundred Dollars (\$500). Any civil fine imposed by the Board under this section may be recovered by the city/county in a civil action in the nature of debt if the offender fails or refuses to pay the penalty within a prescribed period of time.

(C) Any person who intentionally files a statement of financial interests which he or she knows to contain false information or intentionally omits required information shall be guilty of a Class A misdemeanor.

NEPOTISM

SECTION 19. Nepotism Prohibited.

(A) No officer or employee of the city/county or a city/county agency shall advocate, recommend or cause the employment, appointment, promotion, transfer or advancement of a family member to a paid office or position of employment with the city/county or a city/county agency.

(B) No officer or employee of the city/county or a city/county agency shall supervise or manage the work of a family member.

(C) No officer or employee shall participate in any action relating to the employment or discipline of a family member, except that this prohibition shall not prevent an elected or appointed official from voting on or participating in the development of a budget which includes compensation for a family member, provided that the family member is included only as a member of a class of persons or a group and the family member benefits to no greater extent than any other similarly situated member of the class or group.

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(D) The prohibitions in this section shall not apply to any relationship or situation that would violate the prohibitions, but which existed prior to adoption of this ordinance and to the County Attorney's appointment of an assistant county attorney who is licensed to practice law in the Commonwealth of Kentucky.

ENFORCEMENT

SECTION 20. Board Of Ethics Created.

(A) There is hereby created a Board of Ethics which shall have the authorities, duties, and responsibilities as set forth in this ordinance to enforce the provisions of this ordinance.

(B) The Board of Ethics shall consist of five (5) members who shall be appointed by the executive authority of each city and the county, with the county having one (1) appointee, the City of Bardstown having one (1) appointee, the County and the City of Bardstown having two (2) appointees jointly, and the City of Fairfield having one (1) appointee, subject to the approval of the respective legislative body. The initial members of the Board of Ethics shall be appointed within sixty (60) days of the effective date of this ordinance. No member of the Board of Ethics shall hold any elected or appointed office, whether paid or unpaid, or any position of employment with the city/county or any city/county agency. The members shall serve for a term of three (3) years; except that with respect to the members initially appointed two (2) members shall be appointed for a term of one (1) year (such two (2) appointments shall be one (1) by the City of Bardstown and one (1) by the County), two (2) members shall be appointed for a term of two (2) years such two (2) appointments shall be jointly appointed by the City of Bardstown and the County), and one (1) member shall be appointed for a term of three (3) years (such one (1) appointment to be made by the City of Fairfield). Thereafter, all appointments shall be for a term of three (3) years. No more than three (3) of the members shall be of the same political party. Each member of the Board of Ethics shall have been a resident of Nelson County for at least one (1) year prior to the date of the appointment and shall reside in Nelson County throughout the term in office. The members of the Board of Ethics shall be chosen by virtue of their known and consistent reputation for integrity and their knowledge of local government affairs. The members may be re-appointed for any number of consecutive terms.

(C) A member of the Board of Ethics may be removed by the executive authority subject to the approval of the legislative body for misconduct, inability or willful neglect of duties. Before any member of the Board of Ethics is removed from office under this section, the member shall be afforded the opportunity for a hearing before the executive authority and the legislative body.

(D) Vacancies on the Board of Ethics shall be filled within sixty (60) days by the executive authority, subject to the approval of the legislative body. If a vacancy is not filled by the executive authority within sixty (60) days, the remaining members of the Board of Ethics shall fill the vacancy. All vacancies shall be filled for the remainder of the unexpired term.

(E) Members of the Board of Ethics shall serve without compensation unless otherwise approved by the legislative body, but shall be reimbursed for all necessary and reasonable expenses incurred in the performance of their duties.

(F) The Board of Ethics shall, upon the initial appointment of its members and annually thereafter elect a chairperson from among the membership. The chairperson shall be the presiding officer and a full voting member of the Board.

(G) Meetings of the Board of Ethics shall be held, as necessary, upon the call of the chairperson or at the written request of a majority of the members.

(H) The presence of four (4) or more members shall constitute a quorum and the affirmative vote of four (4) or more members shall be necessary for any official action to be taken. Any member of the Board of Ethics who has a conflict of interest with respect to any matter to be considered by the Board shall disclose the nature of the conflict, shall disqualify himself or herself from voting on the matter and shall not be counted for purposes of establishing a quorum.

(I) Minutes shall be kept for all proceedings of the Board of Ethics and the vote of each member on any issue decided by the Board shall be recorded in the minutes.

SECTION 21. Funding.

(A) Members of the Board of Ethics shall serve at no salary. Expenses incurred in

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conducting the business of the Board will be divided among the three governments using the following formula Nelson County - 75.38%; Bardstown - 23.58%; and Fairfield - 1.04%.

(B) The Board's office of record shall be at a location designated from time to time by the Board, however, such location shall be owned or leased by the city or county government. The official records of the Board shall be kept and maintained at such location in a secure manner and in the exclusive care, custody and control of a designated custodian. Such records, unless otherwise classified as confidential, are to be made available only upon written request and during usual business hours fixed by the Board.

SECTION 22. Facilities And Staff. Within the limits of the funds appropriated by the legislative body in the annual budget, the city/county shall provide the Board of Ethics, either directly or by contract or agreement, with the facilities, materials, supplies and staff needed for the conduct of its business.

SECTION 23. Power And Duties Of The Board Of Ethics. The Board of Ethics shall have the following powers and duties:

(A) To initiate on its own motion, receive and investigate complaints, hold hearings, and make findings of fact and determinations with regard to alleged violations of the provisions of this ordinance.

(B) To refer any information concerning violations of this ordinance to the executive authority of the city/county, the city/county legislative body, the governing body of any city/county agency, the county attorney, or other appropriate person or body, as necessary.

(C) To enforce the provisions of this ordinance with regard to all officers and employees of the city/county and city/county agencies who are subject to its terms by issuing appropriate orders and imposing penalties authorized by this ordinance.

(D) To control and maintain all statements of financial interests that are required to be filed by this ordinance and to insure that the statements are available for public inspection in accordance with the requirements of this ordinance and the Kentucky Open Records Act.

(E) To develop and submit any reports regarding the conduct of its business that may be required by the executive authority or the legislative body of the city/county.

(F) To adopt rules and regulations and to take other actions, as necessary, to implement the provisions of this ordinance, provided that the rules, regulations, and actions are not in conflict with the provisions of this ordinance or any state or federal law.

SECTION 24. Filing And Investigation Of Complaints.

(A) All complaints alleging any violation of the provisions of this ordinance shall be submitted to the Board of Ethics, or the administrative official designated by the Board of Ethics at the location designated by the Board. All complaints shall be in writing, signed by the complainant, and shall meet any other requirements established by the Board of Ethics. The Board of Ethics shall acknowledge receipt of a complaint to the complainant within ten (10) working days from the date of receipt. The Board shall forward within ten (10) working days to each officer or employee of the city/county or city/county agency who is the subject of the complaint a copy of the complaint and a general statement of the applicable provisions of this ordinance.

(B) Within thirty (30) days of the receipt of a proper complaint, the Board of Ethics shall conduct a preliminary inquiry concerning the allegations contained in the complaint. The Board shall afford a person who is the subject of the complaint an opportunity to respond to the allegations in the complaint. The person shall have the right to be represented by counsel, to appear and be heard under oath, and to offer evidence in response to the allegations.

(C) All proceedings and records relating to a preliminary inquiry being conducted by the Board of Ethics shall be consistent with the Kentucky Open Meetings and Open Records Act until a final determination is made by the Board except:

(1) The Board may turn over to the Commonwealth's Attorney or County Attorney evidence which may be used in criminal proceedings.

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(2) If the complainant or alleged violator publicly discloses the existence of a preliminary inquiry, the Board may publicly confirm the existence of the inquiry, and, at its discretion, make public any documents which were issued by either party.

(D) The Board shall make a determination based on its preliminary inquiry whether the complaint is within its jurisdiction and, if so, whether it alleges a minimal factual basis to constitute a violation of this ordinance. If the Board concludes that the complaint is outside of its jurisdiction, frivolous or without factual basis, the Board shall immediately terminate the inquiry, reduce the conclusion to writing, and transmit a copy of its decision to the complainant and to all officers or employees against whom the complaint was filed.

(E) If the Board of Ethics concludes, based upon its preliminary inquiry, that the complaint is within its jurisdiction and contains allegations sufficient to establish a minimal factual basis to constitute a violation, the Board shall notify the officer or employee who is the subject of the complaint and may:

(1) Due to mitigating circumstances such as, lack of significant economic advantage or gain by the officer or employee, lack of economic loss to the city/county and its taxpayers, or lack of significant impact on public confidence in city/county government issue, in writing, a reprimand to the officer or employee concerning the alleged violation and provide a copy of the reprimand to the executive authority and governing body of the city/county or city/county agency, if agreed to by the officer or employee; or

(2) Initiate a hearing to determine whether there has been a violation.

(F) Any person who knowingly files with the Board a false complaint alleging a violation of any provision of this ordinance by an officer or employee of the city/county or any city/county agency shall be guilty of a Class A misdemeanor.

SECTION 25. Notice Of Hearings. If the Board of Ethics determines that a hearing regarding allegations contained in the complaint is necessary, the Board shall issue an order setting the matter for a hearing within thirty (30) days of the date the order is issued, unless the alleged violator petitions for and the Board consents to a later date. The order setting the matter for hearing, along with a copy of any pertinent regulations of the Board relating to the hearing shall be sent to the alleged violator within twenty-four (24) hours of the time the order setting a hearing is issued.

SECTION 26. Hearing Procedure.

(A) The Kentucky Rules of Civil Procedure and the Kentucky Rules of Evidence shall not apply to hearings conducted by the Board of Ethics; however, the hearings shall be conducted in accordance with this section and in accordance with any additional rules and regulations adopted by the Board so as to afford all parties the full range of due process rights required by the nature of the proceedings.

(B) Prior to the commencement of the hearing, the alleged violator, or his or her representative, shall have a reasonable opportunity to examine all documents and records obtained or prepared by the Board in connection with the matter to be heard. The Board shall inform the alleged violator, or his or her representative, of any exculpatory evidence in its possession.

(C) All testimony in a Board hearing shall be taken under oath, administered by the presiding officer. All parties shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine witnesses, to submit evidence, and to be represented by counsel. All witnesses shall have the right to be represented by counsel.

(D) Any person whose name is mentioned during the hearing and who may be adversely affected thereby may appear personally before the Board, with or without counsel, to give a statement regarding the adverse mention, or may file a written statement regarding the adverse mention for incorporation into the record of the proceeding.

(E) All hearings of the Board of Ethics shall be public, unless the members vote to go into executive session in accordance with KRS 61.810.

(F) After the conclusion of the hearing, the Board of Ethics shall, as soon as practicable, begin deliberations in executive session for the purpose of reviewing the evidence before it and making a determination whether a violation of this ordinance has been proven. Within thirty (30) days after completion of the hearing, the Board shall issue a written report of its findings and conclusions.

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(G) If the Board concludes in its report that no violation of this ordinance has occurred, it shall immediately send written notice of this determination to the officer or employee who was the subject of the complaint and to the party who filed the complaint.

(H) If the Board concludes in its report that in consideration of the evidence produced at the hearing there is clear and convincing proof of a violation of this ordinance, the Board may:

(1) Issue an order requiring the violator to cease and desist the violation.

(2) In writing, publicly reprimand the violator for the violations and provide a copy of the reprimand to the executive authority and governing body of the city/county or city/county agency with which the violator serves.

(3) In writing, recommend to the executive authority and the governing body that the violator be sanctioned as recommended by the Board, which may include a recommendation for discipline or dismissal or removal from office.

(4) Issue an order requiring the violator to pay a civil penalty of not more than One Thousand Dollars (\$1,000.00).

(5) Refer evidence of criminal violations of this ordinance or state laws to the County Attorney or Commonwealth's Attorney of the jurisdiction for prosecution.

SECTION 27. Appeals. Any person who is found guilty of a violation of any provision of this ordinance by the Board of Ethics may appeal the finding to the circuit court of the county within thirty (30) days after the date of the final action of the Board of Ethics by filing a petition with the court against the Board. The Board shall transmit to the clerk of the court all evidence considered by the Board at the public hearing.

SECTION 28. Limitation Of Actions. Except when the period of limitation is otherwise established by state law, an action for a violation of this ordinance must be brought within one (1) year after the violation is discovered.

SECTION 29. Advisory Opinions.

(A) The Board of Ethics may render advisory opinions concerning matters under its jurisdiction, based upon real or hypothetical facts and circumstances, upon its own initiative and shall render an advisory opinion when requested by any officer or employee of the city/county or a city/county agency who is covered by this ordinance.

(B) An advisory opinion shall be requested in writing and shall state relevant facts and ask specific questions.

(C) A written advisory opinion issued by the Board shall be binding on the Board in any subsequent proceeding concerning the facts and circumstances of the particular case if no intervening facts or circumstances arise which would change the opinion of the Board if they had existed at the time the opinion was rendered. However, if any fact determined by the Board to be material was omitted or misstated in the request for an opinion, the Board shall not be bound by the opinion.

(D) A written advisory opinion issued by the Board shall be admissible in the defense of any criminal prosecution or civil proceeding for violations of this ordinance for actions taken in reliance on that opinion.

SECTION 30. Reprisals Against Persons Disclosing Violations Prohibited.

(A) No officer or employee of the city/county or any city/county agency shall subject to reprisal or directly or indirectly use, or threaten to use, any official authority or influence in any manner whatsoever which tends to discourage, restrain, deter, prevent, interfere with, coerce, or discriminate against any person who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Board of Ethics or any other agency or official of the city/county or the Commonwealth any facts or information relative to an actual or suspected violation of this ordinance.

(B) This section shall not be construed as:

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(1) Prohibiting disciplinary or punitive action if an officer or employee of the city/county or any city/county agency discloses information which he or she knows:

(a) To be false or which he or she discloses with reckless disregard for its truth or falsity.

(b) To be exempt from required disclosure under the provisions of the Kentucky Open Records Act, 61.870 to 61.884.

(c) Is confidential under any other provision of law.

SECTION 31. Penalties.

(A) Except when another penalty is specifically set forth in this ordinance, any officer or employee of the city/county or any city/county agency who is found by the Board of Ethics to have violated any provision of this ordinance shall be deemed guilty of a civil offense and may be subject to a civil fine imposed by the Board of Ethics not to exceed One Thousand Dollars (\$1,000.00), which may be recovered by the city/county in a civil action in the nature of debt if the offender fails to pay the penalty within a prescribed period of time.

(B) In addition to all other penalties which may be imposed under this ordinance, any officer or employee of the city/county or any city/county agency who is found by the Board of Ethics to have violated any provision of this ordinance shall forfeit to the city/county or the city/county agency an amount equal to the economic benefit or gain which the officer or employee is determined by the Board to have realized as a result of the violation. The amount of any forfeiture may be recovered by the city/county in a civil action in the nature of debt, if the offender fails to pay the amount of the forfeiture within a prescribed period of time.

(C) In addition to all other penalties which may be imposed under this ordinance, a finding by the Board of Ethics that an officer or employee of the city/county or any city/county agency is guilty of a violation of this ordinance shall be sufficient cause for removal, suspension, demotion, or other disciplinary action by the executive authority of the city/county or city/county agency or by any other officer or agency having the power of removal or discipline. Any action to remove or discipline any officer or employee for a violation of this ordinance shall be taken in accordance with all applicable ordinances and regulations of the city/county and all applicable laws of the Commonwealth.

SECTION 32. Severability. If any provision of this ordinance is deemed by a court of competent jurisdiction to be unenforceable or unconstitutional, the remaining provision of this ordinance shall continue in full force and effect.

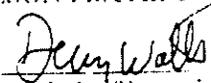
SECTION 33. Conflicting Ordinances Repealed. All other ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 34. Effective Date. This ordinance shall take full force and effect immediately upon publication as required by KRS 83A.060.

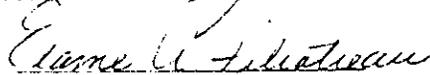
SECTION 35. The Mayors of the Cities of Bardstown and Fairfield and the County Judge/Executive of Nelson County, Kentucky having called a special meeting of their respective legislative bodies for the purpose of reviewing the Ethics Code; and the Mayors and the County Judge/Executive respectively, then and thereupon, advised their legislative bodies that the law requires that an Ethics Code be adopted on or before January 21, 1995, and in the absence of same, government funds could be withheld and, that the state government could impose its own Ethics Code upon the applicable officials; and, thereupon announced that it was imperative that immediate action be taken and that an emergency does exist and, that the within amended ordinance be adopted without compliance, otherwise to statutory procedures.

Adopted this 1st day of March, 2011, by 5 ayes and 0 nays.

NELSON FISCAL COURT


County Judge/Executive

ATTEST:


Nelson County Court Clerk

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DEPARTMENT REPORTS

****ROAD DEPARTMENT**

ON-GOING - Jim Lemieux reported on start of the annual bulky-item project, with Fairfield area now being picked up. He also presented the following report re salt and sand supplies:

NELSON COUNTY ROAD DEPARTMENT Salt/Sand Supply Status				date: 02/24/11
Contract with Central Salt				
Tons	1500	\$69.15	per ton	
SALT				
	Ordered (tons)	Delivered (tons)	date (delivered by)	
PO-NCRD-844	600	603.78	11/15/10	
PO-NCRD-898	400	390.68	12/29/10	
PO-NCRD-909	250	141.2	02/01/11	
PO-NCRD-914	250	357.25	02/23/11	
Totals	1500	1492.91	as of 02/24/11	
Remaining in Salt Barn (approximate)		460 (tons)	02/24/11	
Not ordered or not onsite (approx)		7.09 (tons)		
Total Salt Remaining Available		467.09 (tons)	as of 02/24/11	
SAND				
Nugent Sand		\$6.70 per ton		
MAGO (Haul)		\$7.50 per ton		
total cost		\$14.20 per ton		
	Ordered (tons)	Delivered (tons)	date (delivered by)	
PO NCRD-893-894	600	671.21	12/21/10	
PO NCRD- 905-906	1000	151.57	01/12/11	
		284.4	01/13/11	
		231.15	01/24/11	
		235.58	01/27/11	
		154.84	01/28/11	
Totals	1600	1728.75	as of 02/24/11	
mix ratio approx		1.67	sand/salt	
Remaining Sand /Salt mix		250 (tons)	onsite as of 02/24/11	

ROAD IMPROVEMENTS - DISCRETIONARY LIST - On motion of Keith Metcalfe, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following road list to be submitted to the State for improvement if funds become available:

COUNTY NAME Nelson

DISCRETIONARY RECOMMENDATIONS

TODAY'S DATE February 28, 2011

RECOMMENDED BY Dean Watts and Nelson County Magistrates

PRIORITY NO.	ROAD NAME	ROAD NUMBER	TYPE OF PROJECT	LOCATION OF PROJECT (WHERE THE PROJECT BEGINS AND ENDS)	LENGTH (MI) OF PROJECT	EST COST
1	Jim Clark	CR1137	Blacktop Overlay	BEGIN AT: 9 North of Ky 457 END AT: 4.750 ft.	4,750 ft.	\$ 40,095.00
2	Pottershop Road	CR1106	Blacktop Widen	BEGIN AT: Pottershop Loop (Widen 4 ft. END AT: Ed Brent 4 in Deep)	6,400 ft.	\$ 40,676.00
3	Mt. Monah	CR1249	Blacktop Overlay	BEGIN AT: Asphalt Joint .37 Miles from Ky. 61 END AT: End	3,390 ft.	\$ 32,257.00
4	Edwards Avenue	CR1242	Blacktop Overlay	BEGIN AT: Petersburg Road END AT: Ky 61	1,640 ft.	\$ 9,120.00
5	Whiteside Road	CR1313	Blacktop Overlay	BEGIN AT: 31E END AT: Low Water Crossing	4,300 ft.	\$ 46,972.00
6	Greens Chapel	CR1035	Blacktop Overlay	BEGIN AT: Ockerman Lane South Toward END AT: Timbercreek 4.650 ft.	4,650 ft.	\$ 40,405.00
				BEGIN AT: END AT:		
				BEGIN AT: END AT:		

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LAWRENCEBURG LOOP DRAINAGE STRUCTURE AGREEMENT - On motion of Jerry Hahn, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following agreement and resolution related to construction of a failed culvert on Lawrenceburg Loop and to authorize that the County Judge-Executive advertise the project and sign any documents related to the project:

AGREEMENT BETWEEN KYTC AND NELSON COUNTY, CONSTRUCT DRAINAGE STRUCTURE ON LAWRENCEBURG LOOP (CR 1028). \$67,900 CB01 RURAL SECONDARY FUND.

AGREEMENT

This Agreement, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (hereinafter called the Department) and the Nelson County Fiscal Court (hereinafter called the County);

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to replace a box culvert located 0.630 mile west of US 62 on Lawrenceburg Loop (CR 1028), over a branch of Ashes Creek, which shall hereinafter be referred to as the Project; and

WHEREAS, the County has expressed its desire to perform the work for the aforementioned Project and to be responsible for all phases of the Project;

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

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed \$67,900 for the abovementioned Project.
2. If Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. **Concurrence must be obtained by the County through the District 4 Chief District Engineer in Elizabethtown prior to the awarding of any contract for work or materials to be used on this Project.**
3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); and all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, Edition of 2008 State Specifications. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 4 Office in Elizabethtown, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. The minimum thickness of any bituminous surface applied shall be one inch.
4. The County shall indemnify and hold harmless the Department and all of its officers,

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agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.

5. The Department shall reimburse the County up to \$67,900 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.

6. The County agrees to be responsible for all cost above \$67,900.

7. The County shall maintain for a period of three (3) years all records of material, equipment, and labor costs involved in the performance of the work for the Project. In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.

8. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.

9. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.

10. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

NELSON COUNTY FISCAL COURT

By Dean Wath
COUNTY JUDGE/EXECUTIVE

Date: 3-1-11

DEPARTMENT OF RURAL AND MUNICIPAL AID

By _____
COMMISSIONER

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By _____
SECRETARY

Date: _____

APPROVED AS TO FORM
AND LEGALITY:

By _____
OFFICE OF LEGAL SERVICES

Date: _____

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RESOLUTION

Fiscal Court of Nelson County

Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

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

The County 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 County Clerk of Nelson County is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows:

<u>AYES</u>	<u>NAYS</u>
Magistrate Jerry Hahn _____	_____
Magistrate Jeff Lear _____	_____
Magistrate Bernard Ice _____	_____
Magistrate Sam Hutchins _____	_____
Magistrate Keith Metcalfe _____	_____
_____	_____

COMMONWEALTH OF KENTUCKY) SS:
NELSON COUNTY)

I, Elaine Filiatreau, County 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 1st day of March, 2011.

SIGNED Elaine Filiatreau

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****LANDFILL/SOLID WASTE**

ROADSIDE CLEANUP - Spring roadside cleanup is scheduled for Apr. 2 thru 17. On motion of Jeff Lear, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve funding for this project as it has occurred in the past.

REPORT ON SALE OF SURPLUS ITEMS - Landfill Engineer Brad Spalding reported that website sale of the surplus garbage truck generated, after commission, \$10,910; Athey loader, after commission, brought in \$2,051.

TIRE RECYCLING - Quotes for hauling tires collected at the landfill were received from Mack Tire Recycling--bid equalled \$1,700 a load--and from Martin Tire, whose bid was \$1,708 a load. Following discussion, on motion of Jerry Hahn, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to contract with Mack Tire Recycling for hauling old tires from the landfill.

ANNUAL SOLID WASTE REPORT - Spalding gave Court members his annual Solid Waste report, which must be submitted to the State.

	2010 TONS	2009 TONS	2008 TONS	2007 TONS	2006 TONS	2005 TONS	2004 TONS
TOTAL MSW NELSON COUNTY =	39,367	40,434	44,755	45,328	46,901	43,357	46,028
TOTAL INDUSTRIAL NELSON COUNTY =	710	543	906	874	1,006	** 6522	1,895
TOTAL MSW OUT OF COUNTY =	12,962	11,637	11,936	12,900	14,128	13,131	18,570
TOTAL INDUSTRIAL OUT OF COUNTY =	2,663	2,205	1,721	2,359	* 4,230.7	2,072	2,600
TOTAL AT LANDFILL	55,702	54,819	59,318	61,461	66,265	58,560	69,033

* 4,230.7 Increased due to 1,756 tons of Sludge from Marion County Correctional Facility Lagoon Cleaning.
 ** 6,522 Increased due to 4,195 tons of Sludge from the City of Bardstown Waste Water Treatment Plant Lagoon cleaning.
 *** 85,305 tonnage increased due to the Hail Storm damage in April 2002.

TOTAL SCRAP METAL RECYCLED	16,355	6,000	6,625	378	390	208	719
TOTAL NEWSPAPER RECYCLED	345	160	73	150	120	150	50
TOTAL CO-MINGLED RECYCLED	173	69	30	13	17	13	11
TOTAL COMPOSTED	0	300	400	60	808	773	946
INDUSTRIAL RECYCLED	10,000	10,000	10,000	10,000	10,000	8,980	8,980
TOTAL TONS RECYCLED ==>	26,873	16,529	17,128	10,601	11,335	10,124	10,706
% RECYCLED FOR NELSON COUNTY==>	32.54%	23.17%	22.41%	14.71%	14.61%	14.74%	13.43%

2003 TONS	2002 TONS	2001 TONS	2000 TONS	1999 TONS	1998 TONS	1997 TONS	1996 TONS	1995 TONS
44,469	59,961	40,278	38,067	36,078	36,323	37,094	34,093	31,454
2,512	2,194	2,055	1,784	3,409	2,127	2,743	2,587	4,026
20,011	20,996	20,166	19,486	18,846	18,417	17,434	16,750	17,894
2,064	2,154	2,940	2,078	4,614	3,602	1,813	3,518	
69,055	*** 85,305	65,439	61,415	62,947	60,469	59,083	56,948	53,374
772	663	668	847	742	409	657	646	289
150	150	150	150	150	150	150	150	135
2	0	6	21	41	58	40	35	29
762	753	642	664	611	735	692	396	375
8,980	8,980	8,990	8,980	8,980	8,990	8,980		
10,665	10,546	10,456	10,662	10,524	10,342	10,518	1,227	828
13.38%	100.00%	13.78%	14.79%	14.32%	14.61%	15.11%	2.11%	1.53%

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**JAIL

Jailer Dorcas Figg presented her regular report as follows:

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	In House
FEBRUARY						
Wed. 16	135	4	3	21	12	116
Thur. 17	140	4	3	22	13	120
Fri. 18	136	5	3	23	12	116
Sat. 19	138	5	3	23	7	123
Sun. 20	131	5	3	23	6	117
Mon. 21	129	5	4	23	12	108
Tue. 22	131	6	4	20	14	107
Wed. 23	128	5	4	20	15	104
Thur. 24	127	5	5	23	14	103
Fri. 25	129	5	5	23	14	105
Sat. 26	127	5	4	21	11	107
Sun. 27	133	5	4	21	10	114
Mon. 28	124	5	4	21	16	99
Tue. 15	128	5	4	21	17	102

CONTRACT - CB RICHARD ELLIS

The following contract, as discussed at the previous meeting of Nelson Fiscal Court, is approved on motion of Sam Hutchins, second of Jerry Hahn, and by affirmative vote of all Court members:

CBRE | Louisville
CB RICHARD ELLIS

6060 Dutchmans Lane
Suite 100
Louisville, Kentucky 40205
502-429-6700
Fax 502-423-1849

EXCLUSIVE SALES LISTING AGREEMENT

1. In consideration of the listing for sale of the real property hereinafter described (the "Property") by CB Richard Ellis|Louisville, LLC ("Broker") and Broker's agreement to use its best efforts to effect a sale of same, the undersigned, Nelson County Fiscal Court ("Owner") hereby grants to Broker the exclusive right to list for sale the Property for a period commencing March 1, 2011 and ending at midnight, February 29, 2012 (the "Term"), at a price of Thirty Five Thousand Dollars (\$35,000) per acre or upon such other terms as Owner may agree.

The Property is located in the City of Bardstown, County of Nelson, Commonwealth of Kentucky, and is further described as Nelson County Industrial Park, containing approximately 100 acres. References herein to the Property shall be understood to include portions of the Property.

2. Owner agrees to pay Broker a sales commission in accordance with Broker's Schedule of Sale Commissions (the "Schedule"), a copy of which is executed by Owner, attached hereto and made a part hereof. This commission shall be earned for services rendered if, during the Term: (a) the Property is sold to a purchaser procured by Broker, Owner or anyone else; (b) a purchaser is procured, by Broker, Owner, or anyone else, who is ready, willing and able to purchase the Property at the price and on the terms above stated; or on any other price and terms agreeable to Owner; (c) Owner removes the Property from the market or the Property is transferred due to eminent domain or the threat thereof, foreclosure, or conveyance in lieu of foreclosure; (d) Owner contributes or conveys the Property to a partnership, joint venture, or other business entity; (e) Owner is a corporation, partnership or other business and an interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property. Broker is authorized to cooperate with and to share its commission with other licensed real estate brokers, regardless of whether said brokers represent prospective purchasers or assist Broker as subagents.
3. As used in this Agreement the term "Sale" shall include an exchange of the Property, and also granting of an option to purchase the Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker a sales commission in accordance with the Schedule on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by Owner of any such payment(s). In the event such an option is exercised, whether during the Term or thereafter, Owner shall also pay Broker a sales commission on the gross sales price of the Property, in accordance with the Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by Owner to Broker on account of such option payment(s) shall be credited against the commission payable to Broker on account of the exercise of the option.

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4. Owner further agrees that Owner shall pay Broker a commission in accordance with the Schedule, if, within one hundred twenty (120) calendar days after the expiration or termination of the Term, the Property is sold to, or Owner enters into a contract of sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale, of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom broker has negotiated and continues to negotiate (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. Broker is authorized to continue negotiations with such persons or entities and Broker agrees to submit a list of such persons or entities to Owner not later than fifteen (15) calendar days following the expiration or termination of the Term, provided however, that if a written offer has been submitted, at any time during the term of this Agreement, it shall not be necessary to include the offeror's name on the list.
5. Owner further agrees that (a) if a lease of the Property is entered into during the Term by anyone, or (b) if, within one hundred twenty (120) calendar days after the expiration or termination of the Term, the Property is leased to, or Owner enters into a contract to lease the Property with, or negotiations continue, resume or commence and thereafter continue leading to a lease of the Property by any person or entity (including his/her/its successors, assigns or affiliates) with whom broker has negotiated and continues to negotiate (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term, Owner shall pay Broker of leasing commission in accordance with the Schedule.
6. Commissions shall be payable hereunder when earned at the earliest of closing, closing of escrow, recordation of the deed, or taking of possession by the purchaser.
7. Unless otherwise provided herein, the terms of sale shall be, at the option of the purchase, either cash or cash to any existing loan. Any offer may contain normal and customary contingencies such as those relating to the condition of the Property, title report, and timing of closing.
8. Owner shall reimburse Broker, monthly or upon request, for its direct out-of-pocket expenses reasonably incurred and approved by Owner for signage, the preparation of the offering brochures required for print advertising, and for other activities involved in marketing the Property hereunder. Broker is exclusively authorized to advertise the Property and exclusively authorized to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale of the Property. The reimbursement for these expenses shall not exceed the sum of **Five Hundred Dollars (\$500.00)**. Except as expressly provided in this paragraph, all expenses incurred by Broker in the performance of its service shall be borne by Broker, not Owner.
9. If earnest money or similar deposits made by a prospective purchaser are forfeited, in addition to any other rights of Broker pursuant to the Agreement, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission.
10. To the extent permitted by applicable law, Broker is authorized to deduct its commission from any deposits, payments or other funds, including proceeds of sale or rental payments, paid by a purchaser in connection with a transaction contemplated by this Agreement, and Owner hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions. Broker is authorized to provide a copy of this Agreement to any escrow or closing agent working on such transaction, and such escrow or closing agent is hereby instructed by Owner to pay Broker's commissions from any such funds or proceeds available. Owner shall remain liable for the entire amount of said commissions regardless of whether Broker exercises its right under this paragraph.
11. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to refer immediately to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective buyer and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Owner represents that it is the owner of the Property. Owner and its counsel will be responsible for determining the legal sufficiency of a purchase contract and any other documents relating to any transaction contemplated by this Agreement.
12. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been opened and/or the Property has been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.
13. Owner agrees to disclose to Broker and to prospective buyers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, mold, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on or about the Property. Broker is authorized to disclose any such information to prospective buyers.
14. Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has ownership interest in the Property is a

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foreign person as defined in the Foreign Investments in Real Property Tax Act (commonly known as "FIRPTA").

15. Owner acknowledges that Broker is a national brokerage firm and that in some cases it may represent prospective purchasers. Owner desires that the Property be presented to such persons or entities, and consents to the dual representation created thereby. Broker shall not disclose the confidential information of one principal to the other except as may be required by law or permitted by this Agreement.
16. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and shall promptly take all steps necessary to obtain court approval of Broker's appointment, unless Broker shall elect to terminate this Agreement upon said notice.
17. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement, then Broker may, in its sole and absolute discretion, (i) suspend this Agreement until such time as Broker may elect, in its sole and absolute discretion, to reinstate this Agreement, or (ii) terminate the Agreement and be free to enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.
18. In the event of any dispute between Owner and Broker relating to this Agreement, the Property or either party's performance hereunder, Owner and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Broker executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorneys' fees from the non-prevailing party.
19. In the event that Owner lists Property with another broker after the expiration or termination of the Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker under this Agreement. Owner's failure to do so, however, shall not affect Owner's obligations to Broker under this Agreement.
20. Each signatory to this Agreement represents and warrants that (s)he has full authority to sign this Agreement on behalf of the party for whom (s)he signs and that this Agreement binds such party.
21. This Agreement, the Schedule, and any exhibits to this Agreement or the Schedule, constitute the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. Owner and Broker each represent and warrant to the other that in entering into this Agreement, they are not relying upon any discussions, representations, understandings or agreements, other than the matters specifically stated herein. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.
22. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environment Response Compensation and Liability Act, and The Americans With Disabilities Act.
23. This Agreement shall be governed by, and construed and enforces in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict of law principals.

The undersigned Owner hereby acknowledges receipt of a copy of the Agreement.

Accepted:
CB Richard Ellis|Louisville, LLC
Licensed Real Estate Broker

By: _____

Printed Name: Kevin A. Grove

Title: Senior VP / Partner

Address: 6060 Dutchmans Lane, Suite 100
Louisville, Kentucky 40205

Nelson County Fiscal Court
Owner

By: Dean Watts

Printed Name: Dean Watts

Title: County Judge Executive

Address: one Court Sq.
Barrostraw Ky. 40004

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Telephone: 502-429-6700

Telephone: 502 348 1800

Date/Time: _____

502 827 2636
Date/Time: 3/1/11 1:20 p.m.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

U:\ExemptForms\Listing Agreements\Excl.Sale Listing.doc

CBRE | Louisville
CB RICHARD ELLIS

Schedule of Sale Commissions

PROPERTY: The Property is situated in City of Bardstown, County of Nelson, Commonwealth of Kentucky, located at **Nelson County Industrial Park** containing approximately 100 acres.

SALES:

As to sales of real Property, Broker's commission shall be 6% of the gross sales price. In the event that a co-broker is involved in the transaction, said commission shall be 8% and shall be shared between Broker and co-broker. There shall be a minimum fee to CBRE equal to the greater of (i) \$1,000 per acre or (ii) \$15,000 on any transaction. Owner shall handle any transaction of 5 acres or less and Broker shall not earn a fee on any such transaction of 5 acres or less. Gross sales price shall include any and all consideration received or receivable, in whatever form, including but not limited to assumption or release of existing liabilities. This commission shall be paid when earned or at the close of escrow through escrow, or if there is no escrow, then upon recordation of the deed; provided, however, if the transaction involves an installment contract, then payment shall be made upon execution of such contract. In the event Owner contributes or conveys the Property or any interest therein to a joint venture, partnership, or other business entity, the commission shall be calculated on the fair market value of the Property, less the value of the interest in the Property retained by or transferred to Owner, as the case may be, and shall be paid at the time of the contribution or transfer. If Owner is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of the transfer.

APPROVED this _____ day of _____ 2011.

Accepted:

CB Richard Ellis|Louisville, LLC
Licensed Real Estate Broker

Nelson County Fiscal Court
Owner

By: _____

By: Dean Watts

Printed Name: Kevin A. Grove

Printed Name: Dean Watts

Title: Senior VP / Partner

Title: County Judge Executive 3/1/11

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

Estimated Expenses To Be Reimbursed By Client:

MARKETING:

Signage \$ 500.00

Aerial photography \$ 0.00

Color brochure, postage & materials \$ 0.00

Total Estimated Marketing Costs Not to Exceed \$ 500.00

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Any changes in pricing shall be approved by CB Richard Ellis|Louisville, LLC and Client.

The Client agrees to reimburse Broker for the following marketing expenses, not to exceed \$500.00. Reimbursement shall be due on receipt of invoice. Marketing expenses will be deducted from any commission earned.

CB Richard Ellis|Louisville, LLC
Licensed Real Estate Broker

By: _____

Printed Name: Kevin A. Grove

Title: Senior VP / Partner

Nelson County Fiscal Court
Client

By: Dean Watts

Printed Name: Dean Watts

Title: County Judge Executive

Following discussion of newly color-coded county map, e.g., Dist. 1 in pink, etc., update on prospective completion time for Fairgrounds Pavilion, suggestion that voluntary roadside garbage cleanup be encouraged, and discussion of delay in delivery of new Bush Hog, on motion of Jeff Lear, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Mar. 1 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A. FILIATREAU, NELSON COUNTY CLERK