

Fiscal Court Orders

Nov. 1, 2011
REGULAR SESSION OF NELSON FISCAL COURT

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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 - OCT 18

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 Oct. 18 session of Nelson Fiscal Court as presented.

BILLS

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

**Nelson County Fiscal Court
General Funds Bills for Court Approval
November 1, 2011**

Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll services	9100301 · Payroll Processing	434.37
Bluegrass Uniforms Inc.	Wheeler	5105481 · Uniforms	134.78
BMS LLC	Monthly admin fees	9400205 · Employee Health Insurance	110.00
Brite Wholesale	Ballasts	5081329 · Justice Center Main Contracts	601.20
Bumper to Bumper	Rotor/drum - Logan	5115340 · Vehicle Maintenance	137.89
Bumper to Bumper	Coil	5205340 · Vehicle Expense	34.23
Bumper to Bumper	Alternator, idler pulley	5340340 · Comm Svc Vehicle Main	139.82
Cardmember	Anti-virus 2 year coverage	5001445 · CJE Office supplies	45.33
Cardmember	Anti-virus 2 year coverage	5040445 · Treasurer Office Supplies	22.66
Cecil Lawn Service	Justice Center mowing	5081329 · Justice Center Main Contracts	840.00
Cecil Lawn Service	Park mowing	5405348 · Recreation Program Support	2,200.00
Central Ky Community Action	Staffing for Voluntary Action	5301315 · Community Action Services	1,014.00
City of Bardstown	Voluntary Action Voucher	5301515 · Vol Action General Assistance	95.00
Concept Communications	New car setups, radio repairs, battery	5105339 · Radio repairs & main	595.50
Corvus Janitorial	Annex cleaning contract - Aug, Oct, Nov 11	5085329 · Building Main Contracts	3,585.00
Flaget Memorial Hospital	Suspect testing	5105547 · Drug Testing	24.00
GBA	Printer cartridges	6103445 · Office Supplies	58.77
Hillyard	Bleach, germicide, trash bags, towels, cleaner	5205411 · Building Custodial Supplies	542.87
Interstate Security Systems	COPS 2011 Grant purchase	594 02 · COPS/SOS Grant 2011	5,502.00
J & G Equip	2 cycle oil, relay switch	5340427 · Comm Svc Supplies	30.70
Keene's Depot	Uniforms - Snow, Allison	5105481 · Uniforms	156.95
Lincoln Trail ADD	Reapportionment contract services	5001445 · CJE Office supplies	1,000.00
Nelson EMS	Coroner transport	5020308 · Autopsy & Services	75.00
Quick Care Oil Lube Express	Oil changes, power steering, battery	5105340 · Vehicle maintenance	420.15
RCS	Monthly agreement	5135336 · Equipment Repairs	385.00
SpecialPets Healthcare	Exam	5205427 · Animal feed & supplies	117.50
St Monica Parish	Machine storage	5065364 · Elections Equipment Storage	1,350.00
Tatum Auto Supply	Logan - repairs	5115340 · Vehicle Maintenance	7.49
Tatum Auto Supply	O2 sensor	5340340 · Comm Svc Vehicle Main	73.99
Total 01 General Fund			19,734.20
03 Jail Fund			
BMS LLC	Monthly admin fees	9400205 · Employee Health Insurance	5.50
Central Ky Radiology	Inmate medical	5101549 · Routine Medical	228.17
Clems	Food	5101425 · Food	1,429.78
Custom Telecom	Repair, service call	5101336 · Equipment Repairs	78.50
Dean Milk	Milk	5101425 · Food	1,877.09
Flaget Memorial Hospital	Inmate medical	5101549 · Routine Medical	4,143.09
Flowers Baking Co	Bread	5101425 · Food	594.01
Johnson Controls	Smoke Evac	5101336 · Equipment Repairs	1,275.00
KY Cavern Water	Water	5101445 · Office Supplies	16.95
Ky Jailers	2012 Dues	5101551 · Dues & Subscriptions	750.00
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	2,053.52
Quest Diagnostics	Inmate medical	5101549 · Routine Medical	102.92
Securus	Phone cards	5101428 · Canteen Inventory	3,289.20
Total 03 Jail Fund			15,843.73

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04 LGEA Fund

Mago Construction	Hardin Leslie, Petersburg Rd Greenwell Ford, Walter Hall, Coon Hollow, Mobley Mill, Murrays Run, Batswell Ln, Woodlawn	6105405 · Hot and cold mix	43,164.01
Tatum Auto Supply	Gas line for paving machine	6105446 · Road Improvement Projects	23.81
Total 04 LGEA Fund			43,187.82

02 Road Fund

Airgas Mid America	Oxygen	6105427 · Garage supplies	33.41
Allied Central	Cups, towels	6105427 · Garage supplies	145.27
Asphalt Materials	Chip seal	6105447 · Dust control-chip seal oil	29,763.36
Bardstown Auto Wrecker	Spare wheel carrier - Jim's truck	6105443 · Parts	50.00
BMS LLC	Monthly admin fees	9400205 · Employee Health Insurance	27.50
Bumper to Bumper	Lighter	6105427 · Garage supplies	3.89
Bumper to Bumper	Trucks 305, Mechanic, Jim L, Kroger	6105443 · Parts	423.49
Cardmember	Engineer workshop	6105569 · Staff Training	500.00
Gilkeys Ditch Witch Service	Hoe ram work - Nazareth Farms	6105457 · Bridge & Culvert Materials	700.00
Hydraulic Specialists	Highlift broom - cylinder repair	6105336 · Equipment repairs	264.30
Irving Materials Inc.	Clarktown Rd, South St Gregory, Nazareth Farms	6105457 · Bridge & Culvert Materials	1,569.00
KY Concrete	Wilkerson, Murrays Run, Spencer Mattingly, Nazareth	6105457 · Bridge & Culvert Materials	1,552.00
Mago Construction	Jim Clark Rd	311 01 · District 1	800.00
Mago Construction	Woodlawn Rd	311 02 · District 2	879.30
Mago Construction	Pottershop Rd	311 02 · District 2	2,881.00
Mago Construction	Gilkey Run	311 07 · State Bond Projects	875.70
North American Salt	Salt	6105471 · Snow removal	10,506.37
Peterson Truck	Trucks 304 306	6105443 · Parts	135.97
Saf-ti-Co	Honorary sign - Brigadier Gen Ice	6105469 · Signs & Posts	113.00
Sublet Contractors	Welding rods	6105427 · Garage supplies	140.90
Sublet Contractors	Pins for salt boxes	6105443 · Parts	13.41
Sublet Contractors	Nazareth Farms	6105457 · Bridge & Culvert Materials	322.45
Tatum Auto Supply	Adhesive, glass cleaner, metal glaze	6105427 · Garage supplies	52.97
Tatum Auto Supply	Trucks 305, Gradall, Kroger, Mechanic	6105443 · Parts	293.90
Total Truck Parts, inc.	Garage supplies	6105427 · Garage supplies	69.68
Total 02 Road Fund			52,116.87

09 Ambulance Fund

Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	229.21
BMS LLC	Monthly admin fees	9400205 · Employee Health Insurance	33.00
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	508.64
Bumper to Bumper	Sq 38	5140443 · Vehicle Parts	227.65
Cardmember	Fuel - trip to Ohio	5140429 · Fuel & Oil	68.38
Cardmember	Grille lighting, cable ties, wires, fuses, connectors	5140443 · Vehicle Parts	792.59
Cardmember	Field guides, penlights, pulse oximeters	5140550 · Medical supplies & Materials	314.42
Cardmember	Postage, mailings	5140563 · Postage	225.15
Conway Heaton	Sq 31 32 34 35 38 608 Hazmat4	5140340 · Vehicle Maintenance & Repairs	914.48
Conway Heaton	Sq 32 34 38 Hazmat4	5140443 · Vehicle Parts	1,472.95
Financial Forms & Supplies	Laser invoices	5140445 · Office Supplies	231.69
Galls	Uniforms	5140481 · Staff Uniforms	100.23
GBA	Storage files	5140445 · Office Supplies	15.62
Ky Home Electronics	Cables, coaxials	5140334 · Building maintenance	35.86
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	181.87
Parr Public Safety Equipment	Red halogen lights, adapters	5140443 · Vehicle Parts	798.50
Pat's Alterations	Uniform alterations	5140481 · Staff Uniforms	71.50
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	722.95
Quartermasters	Uniforms	5140481 · Staff Uniforms	172.34
RCS	Mobile radio repairs	5140339 · Radio Maintenance & Repairs	1,190.00
Total 09 Ambulance Fund			8,307.03

Total

\$ 139,189.65

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

Name	Memo	Account	Amount
13 Solid Waste Fund			
American Cancer Society	Hwy 245, Templin Avenue	5215315 · Roadside Cleanup	\$ 500.00
American Legion Post 121	S 3rd Street, Robin Drive, Payne Ave, 4th St	5215315 · Roadside Cleanup	250.00
American Red Cross	Burba Road	5215315 · Roadside Cleanup	125.00
Bethany Baptist Church	Plum Run Road	5215315 · Roadside Cleanup	250.00
Boston School	Hwy 62 Boston Road	5215315 · Roadside Cleanup	750.00
Boy Scout Troop 617	Hwy 62 Boston Road	5215315 · Roadside Cleanup	250.00
Boy Scout Troop 721	Bellwood Rd	5215315 · Roadside Cleanup	250.00
Cox's Creek Elementary - Basketball	Mobley Mill	5215315 · Roadside Cleanup	250.00
Cub Scout Pack 617	Hwy 62 Boston Rd	5215315 · Roadside Cleanup	250.00
Cub Scout Pack 99	Pottershop Rd	5215315 · Roadside Cleanup	250.00

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First Chrstian Church	Hwy 458	5215315	Roadside Cleanup	250 00
Knights of Columbus	Hwy 31E New Haven Rd	5215315	Roadside Cleanup	375 00
Nelson Co Baseball Diamond Club	Highway 458	5215315	Roadside Cleanup	250 00
Nelson Co Independent Special Olympics	Barnes Rd, Wheeler Rd, Airport Rd	5215315	Roadside Cleanup	562 50
Nelson Co Outlaws	Filiatreau Lane	5215315	Roadside Cleanup	250 00
New Haven 8th Grade	BG Parkway interchange, Boston	5215315	Roadside Cleanup	250 00
New Haven Youth Football	BG Pkway Interchange, Bloomfield	5215315	Roadside Cleanup	250 00
New Hope Fire District	Jim Clark Road	5215315	Roadside Cleanup	250 00
New Hope Ladies Auxillary	Jim Clark Rd	5215315	Roadside Cleanup	250 00
Relay for Life - Smith	Roberts Road	5215315	Roadside Cleanup	250 00
St Ann 4H Club	Ky 247, Hwy 84, Spalding Hollow	5215315	Roadside Cleanup	750 00
St Catherine 8th Grade	Monks Rd	5215315	Roadside Cleanup	250 00
St Gregory School	Hwy 245, Samuels Loop	5215315	Roadside Cleanup	1,000 00
St Thomas Mens Club	Ky 46	5215315	Roadside Cleanup	500 00
St Thomas Senior Citizens	Ritchie Lane & Quarry Lane	5215315	Roadside Cleanup	500 00
Team Up! Family Resource Center	Hwy 62 Bloomfield Rd	5215315	Roadside Cleanup	750 00
TOPS	Sutherland Lane	5215315	Roadside Cleanup	250 00
Venture Crew 147	Bellwood Road	5215315	Roadside Cleanup	250 00
BMS LLC	Monthly admin fees	9400205	Employee Health Insurance	11 00
Conway Heaton	Pickup truck	5215443	Parts	63 80
Fastenal	Safety glasses	5215594	Crew Safety Equipment	172 62
Piles, Eddie	Boot allowance	5215481	Employee uniforms	75 00
Power Train	Truck 406 transmission	5215336	Equipment Repair	5,125 00
Ri Tec Industrial Products	Industrial Cleaners	5215427	Garage supplies	392 00
Sublet Contractors	Trucks 403 406	5215443	Parts	953 41
Tatum Auto Supply	Mini bulbs	5215443	Parts	3 49
Total 13 Solid Waste Fund				17,108 82
15 Landfill Fund				
Arrow Industrial Supply	Saw blades, anti-seize, thread locker	5210443	Parts	165 79
BMS LLC	Monthly admin fees	9400205	Employee Health Insurance	5 50
Cardmember	Internet equipment & svc	5210578	Utilities	69 95
Cardmember	MS Office 2010 software	5210445	Office Expense	499 95
Earthmoving Equipment	D6 Dozer - fuel injection pumps	5210336	Equipment Repairs	2,708 78
Fastenal	First aid supplies	5210594	Crew Safety Equipment	12 56
Kimberland, David	Office cleaning Oct 11	5210329	Maintenance Contracts	425 00
Scott-Gross Co	Torch supplies	5210427	Main supplies	197 20
Tatum Auto Supply	963	5210443	Parts	91 35
Total 15 Landfill Fund				4,176 08
97 PIC				
Cecil Lawn Service	Plaza mowing	5085329	Building Main Contracts	512 00
Sublet Contractors	Drain grate	5082334	SOB Bldg Main	233 57
Total 97 PIC				745 57

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

Fund/Vendor	Description	Account	Amount
<u>General Fund</u>			
BP Gas	Fuel	5105429 - Law Enforcement Fuel	\$ 3,658 69
<u>Road Fund</u>			
Irving Materials Inc	Cardinal Hill	6105457 - Bridge & Culvert Materials	343 50
Less Discount			(9 00)
Lawson Products	Nuts, bolts, screws	6105427 - Garage supplies	118 93
Lawson Products	Pipe wrench	6105443 - Parts	8 45
Less Discount			(2 27)
<u>Jail Fund</u>			
Lawson Products	Shower repairs	5101329 - Building Main Contracts	49 42
Less Discount			(0 50)
<u>EMS Fund</u>			
Mohawk Medical	Medicine and supplies	5140340 - Vehicle Maintenance & Repairs	31 16
Less Discount			(0 31)
<u>Landfill Fund</u>			
Lawson Products	Fittings, connectors	5210443 - Parts	445 99
Less Discount			(4 45)
TOTAL PAID BILLS			\$ 4,639.61

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

Name	Memo	Account	Amount
01 General Fund			
ADP	PR 102111	9100301 Payroll Processing	\$ 433 65
Bardstown Housing Authority	Bethany Haven -Nov 11	5315399 Emergency Shelter for Children	300 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
Catlett, Kenneth	2011 Reapportionment Committee	5001191 Apportionment Committee	200 00
Hart, Thomas	2011 Reapportionment Committee	5001191 Apportionment Committee	200 00
McMichael Construction Co Inc	Fairground Canopy Project - draw #3	5405715 Fairgrounds Improvements	15,467 00
Settles, Bobby	2011 Reapportionment Committee	5001191 Apportionment Committee	100 00
Sexauer	5 Hand Dryer Units, flush valves	5081329 Justice Center Main Contracts	2,830 92
Sexauer	Faucets	5415329 Building Contract Services	313 12
Smith, Karen	Oct 2011	5415329 Building Contract Services	850 00
Vittioe Tree Service Inc	Bucket truck rental - lighting, roof maint	5081329 Justice Center Main Contracts	400 00
Total 01 General Fund			21,694 69
02 Road Fund			
Irving Materials Inc	Icetown Rd	6105457 Bridge & Culvert Materials	417 50
Lawson Products	Degreaser paint, air couplers	6105427 Garage supplies	197 32
Mattingly, David	Boot allowance	6105481 Uniforms	75 00
Peterson Truck	Truck 303	6105443 Parts	61 93
Phillips, Kroger	Boot allowance	6105481 Uniforms	75 00
Spalding, Randell	Reimburse ditch improvements	6105457 Bridge & Culvert Materials	2,757 00
Total 02 Road Fund			3,583 75
09 Ambulance Fund			
Cardmember	Trauma training	5140569 Training	260 00
Total 09 Ambulance Fund			260 00
13 Solid Waste Fund			
Bardstown Church of God	Lenore Road	5215315 Roadside Cleanup	500 00
Bethlehem Soccer Boosters	Hwy 245 Bypass	5215315 Roadside Cleanup	250 00
Kiwanis Club	Nazareth Road	5215315 Roadside Cleanup	250 00
Nelson Co High School Wrestling	Pottershop Rd	5215315 Roadside Cleanup	250 00
Clark, Robert	Boot allowance	5215481 Employee uniforms	75 00
Tatum Auto Supply	Vehicle expense - heater hose	5215548 Dead Animal Program Expense	11 69
Total 13 Solid Waste Fund			1,336 69
15 Landfill Fund			
Berry, Tommy	Boot allowance	5210481 Uniforms	75 00
Earthmoving Equipment	Compactor	5210336 Equipment Repairs	175 00
Scott-Gross Co	Torch supplies	5210427 Main supplies	40 95
Tatum Auto Supply	Clay, garage supplies	5210443 Parts	52 52
Total 15 Landfill Fund			343 47
Total Additional Bills			\$ 27,218.60

PLANNING AND ZONING - REZONING ORDINANCE (SECOND READING)

Charles T. Howard

KOC NUMBER 920.663

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

BY CHANGING THE DISTRICT CLASSIFICATION OF PROPERTY LOCATED IN NELSON COUNTY AS HEREINAFTER DESCRIBED FROM B-3, REGIONAL RETAIL BUSINESS DISTRICT TO BE REZONED AS B-4, GENERAL BUSINESS DISTRICT.

WHEREAS, the Joint City-County Planning Commission of Nelson County, Kentucky, on September 13, 2011, held a public hearing under the provisions of KRS Chapter 100, and after careful consideration, the Commission on September 27, 2011, voted to approve and recommend the amendment to the Fiscal Court of Nelson County.

WHEREAS, the Court held a first reading on October 18, 2011 and after due advertisement held a second reading and adoption on November 1, 2011, and after due consideration,

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UPON MOTION OF Jerry Hahn, SECONDED BY
Keith Metcalfe, 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
October 3, 2011, from the said Joint City-County Planning Commission of Nelson County to the
Nelson County Fiscal Court, so that the following described property of Charles T. Howard, is
presently B-3, Regional Retail Business District be and the same is placed as B-4, General
Business District and said property is described as follows:

Beginning at an existing 5/8" iron pin with I.D. cap "HIBBS 2981", corner to Northeast
Nelson Fire Protection District (DB 413, p 054), being 20 feet from the center of
Broadway Avenue; thence with east right-of-way of said street through the following
calls: N 02-11-11 W 192.47 ft.; thence N 02-38-09 W 99.47 ft.; thence N 03-09-30 W
96.38 ft.; thence N 03-41-03 W 97.52 ft.; thence N 03-33-19 W 48.78 ft. to a 5/8" iron
pin (set) with I. D. cap "HIBBS 2981", being 20 feet from the center of Broadway
Avenue, corner to Alice W. & Dalton E. Devine (DB 138, p 594); thence with Devine
and crossing Alice E. & Ronald Jones (DB 229, p 650), N 181-31-42 E 250.00 ft. to a
5/8" iron pin (set) with I. D. cap "HIBBS 2981", corner to Jones; thence with Jones, N 03-
01-43 W 100.08 ft. to a 5/8" iron pin (set) with I. D. cap "HIBBS 2981", corner to Jones
and Frank & Linda Hood (DB 299, P 777); thence with Hood passing the corner of
Laverne Moore (DB 258, P 475), N 84-20-32 E 188.02 ft. to a 5/8" iron pin (set) with I.
D. cap "HIBBS 2981", corner to Moore and in the south line of William T. & Lora A.
Mattingly (DB 381, p 154); thence with Mattingly, S 02-20-08 E 626.00 ft. to an existing
5/8" iron pin with I. D. cap "HIBBS 2981", corner to Northeast Nelson Fire Protection
District; thence with Fire District, S 81-31-42 W 432.80 ft. to the point of beginning
containing 5.71 acres.

SECTION II: The above zoning is further subject to the following restrictions:

- (1) the following B-4 uses will be permitted, unless otherwise approved by the Planning
Commission and Fiscal Court:
 - (a) Building material sales and lumber yard;
 - (b) Community Center and parks and recreation; and,
 - (c) Professional offices.
- (2) If the school building is removed, any future structure shall be limited to 5,000 square
feet in total gross floor area on Tract #2 (5.7 acres), unless prior approval is obtained
from the Planning Commission and Fiscal Court.

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.

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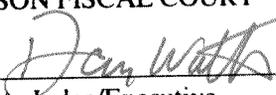
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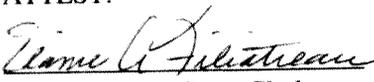
SECTION V: This Order or parts of Orders in conflict herewith are repealed to the extent of such conflict.

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

NELSON FISCAL COURT


County Judge/Executive

ATTEST:


Nelson County Court Clerk

BOARD APPOINTMENTS

**BARDSTOWN-NELSON COUNTY HUMAN RIGHTS COMMISSION

On motion of Jeff Lear, second of Sam Hutchins, and on unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following appointments to the Bardstown-Nelson County Human Rights Commission:

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

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

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

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


Dean Watts
Nelson County Judge Executive

11/1/11
Date

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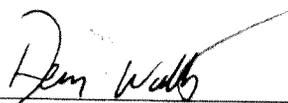
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**TOURISM BOARD

On motion of Sam Hutchins, second of Bernard Ice, and on unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following appointments to the Bardstown-Nelson County Tourist Commission Board:

Eddie O'Daniel Pursuant to the relative Kentucky Revised Statues, **Eddie O'Daniel** is hereby appointed to the **Bardstown-Nelson County Tourist Commission Board** for a term in accordance to the Bylaws or governing Regulations in place.

Lynne Grant Pursuant to the relative Kentucky Revised Statues, **Lynne Grant** is hereby appointed to the **Bardstown-Nelson County Tourist Commission Board** for a term in accordance to the Bylaws or governing Regulations in place.



Dean Watts
Nelson County Judge Executive

10/1/11

Date

DEPARTMENT REPORTS

**ROAD DEPARTMENT

US 150/PARKWAY DR - On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to accept the US 150/Parkway Dr. project as complete and to allow Jim Lemieux to process the final payment application from Mago construction. Motion was made with the stipulation that no payment would be made for the extra work required by the contractor to properly construct the south ditch line along US 150 (from Maywood Ave, towards US 150 east).

ADVERTISEMENT FOR PAVING MACHINE - On recommendation of the County Judge-Executive, and in order to have time to go through process, IT IS HEREBY ORDERED to approve advertisement for a new and for a used paving machine (for blacktop patching).

ON-GOING - Jim Lemieux reported on work at the Road Department, including near completion of chip-sealling, boom mowing now in progress, and various pipe projects.

**LANDFILL/SOLID WASTE

A2011-0150

GRANT - DECEASED ANIMAL DISPOSAL

**LEGAL AGREEMENT BETWEEN
THE KENTUCKY AGRICULTURAL DEVELOPMENT BOARD
AND
THE NELSON COUNTY FISCAL COURT
FOR THE DECEASED FARM ANIMAL DISPOSAL ASSISTANCE PROGRAM
A2011-0150**

WHEREAS, the **Kentucky Agricultural Development Board** ("Board") was created by the General Assembly pursuant to KRS 248.707 and charged with the responsibility of

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administering funds from the "Rural Development Fund", established in KRS 248.655 to provide economic assistance to the agriculture community of the Commonwealth; and

WHEREAS, the Board, pursuant to its statutory mandate of receiving requests via Applications for funding and subsequently authorizing the distribution of said funds pursuant to KRS 248.709(2), desires to enter into a Legal Agreement with the Nelson County Fiscal Court ("Recipient") in furtherance of said goals and objectives; and

WHEREAS, Recipient has submitted an Application (A2011-0150) which after full review and consideration during the October 19, 2011 Board meeting, the Board has approved said Application and now seeks to enter into a Legal Agreement with the Recipient to set forth the rights and obligations of the parties.

WITNESSETH

That the Board and Recipient, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

I. FUNDING

A. Amount of Funding

The Board, subject to the terms, conditions and restrictions set forth herein, agrees to provide up to the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) in County funds to the Nelson County Fiscal Court in consideration to implement a Deceased Farm Animal Disposal Assistance Program (DFADAP) for Nelson County pursuant to the Application filed by the Recipient. Recipient shall be required to document matching funds applicable to the specific program. Funds shall be available upon execution of the Legal Agreement herein; and

B. Use of County Funds

The Recipient agrees to abide by any general restrictions as set forth by the Commonwealth of Kentucky for the use of county funds; and

C. Voidable Legal Agreement

Notwithstanding any other provision in this Legal Agreement, this Agreement shall be voidable upon the notification by the Board of its inability to fund any project for any reason. The Recipient recognizes and agrees that the Board shall not be liable for any funding commitment or any portion thereof when the Board is unable to fund said commitment for any reason.

II. PROGRAM GUIDELINES

A. Applicable Guidelines

The Recipient agrees to abide by and follow the minimum *DFADAP Guidelines (2011)*, which are available at <http://agpolicy.ky.gov> and incorporated by reference herein; and

B. Conflict Between Guidelines and Legal Agreement

Should a conflict exist, either real or perceived, between this Legal Agreement and the Board's Program Guidelines, said conflict shall be submitted to the Board for review. The Board shall then resolve the issue and transmit its resolution to the appropriate Parties in writing; and

C. Acknowledgement of Funding Source

All grants are intended to further the mission of the Kentucky Agricultural Development Fund (KADF) of diversifying and modernizing Kentucky's farm economy. Therefore, the Recipient shall acknowledge in any grants awarded, publications, brochures, articles, advertising, correspondence, or promotional projects and activities that a portion of the funding for this project was provided by the Kentucky Agricultural Development Fund. Furthermore, the Recipient shall utilize where possible the KADF logo which is available for download at <http://agpolicy.ky.gov>. Copies of said publications, brochures, etc. shall be submitted in conjunction with the Recipient's reporting.

III. DURATION OF LEGAL AGREEMENT

A. Duration

The Legal Agreement herein shall be in full force and effect for twelve months from the date of execution of the Legal Agreement herein, which is defined as the date of signature by the Executive Director of the Governor's Office of Agricultural Policy. The Recipient agrees to continue to comply with the reporting requirements set forth in Section VI below, upon completion of the program; and

B. Disbursement of Funds

The Recipient shall disburse these funds in accordance with the DFADAP Guidelines (2011).

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specifically for expenses incurred throughout the duration of the Legal Agreement herein. Said funds shall be utilized as outlined in the Budget in the Recipient's Application; and

C. Return of Unused Funds

Recipient shall return all unused funds, including but not limited to, unused administrative funds and unearned interest to the Board or its duly authorized representative on or before the expiration of the Legal Agreement herein. Other paragraphs such as the record keeping Section shall remain in effect after said date.

IV. MODIFICATION

A. Procedure for Amendment

No modification or amendment of this Legal Agreement shall be binding unless made by a written instrument executed by both parties of equal formality with this Legal Agreement. Specifically, any and all proposed changes or amendments shall be made in writing and submitted to the Board for approval.

B. Incorporation of Amendment

Upon receipt of approval said modification or amendment shall be incorporated as an Amendment to the original Legal Agreement.

V. REQUIRED RECORDKEEPING

A. Maintenance of Business Records

The Recipient shall maintain all business records and supporting documentation for a period of at least seven (7) years from the date of the initial payment of funds to the Recipient; and

B. Business Records Defined

For purposes of this Legal Agreement business records include, but are not limited to, those documents typically required in the normal course and scope of a traditional business operation, as well as any documents required by the Board or its authorized representatives; and

C. Format of Business Records

Business records may be maintained in either paper or generally recognized electronic format; and

D. Substantiation of Expenditures

The business documents maintained by the Recipient shall substantiate expenditures made with funds received pursuant to this Legal Agreement; and

E. Right to Inspect/Copy Business Records

Upon request by the Board, the Recipient shall permit the Board or its authorized representative(s) the right to inspect and/or copy any business records maintained by the Recipient, including, but not limited to, books, documents, papers, records, computer programs or any other evidence reflecting the project funded by the Board and memorialized by the Legal Agreement herein; and

F. Subject to Open Records Law

Said business records shall be subject to public disclosure pursuant to Kentucky's Open Records Law unless exempted from disclosure by KRS 61.878 or other applicable law.

VI. REPORTS REQUIRED FROM RECIPIENT

A. Deadlines for Submittal

During the life of the project, Recipient shall submit reports every six (6) months from the date of execution that indicate the funds expended and the activities so funded. At the conclusion of the project, Recipient shall submit a final report within thirty (30) days of the completion date. Thus for example, if the execution date of the Legal Agreement herein is August 20, 2011, the reports are due every six months beginning February 20, 2012, and the final report is due on or before September 20, 2012; and

B. Substance of Reports

Reports shall include an accounting, including receipts, for use of all funds, including match funds, along with any other information requested by the Board or its authorized representative. Reports shall be submitted electronically and can be found on the Governor's Office of Agricultural Policy's website: http://agpolicy.ky.gov/funds/program_reporting.shtml. Reports should be e-mailed to: GovKYAGPolicy@ky.gov; and

C. Compliance Requirement

Failure to comply with the reporting requirements set forth in this Section may result in the denial of requests for funding in the future by the Recipient or its subsidiaries.

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VII. ASSIGNMENT

This Legal Agreement shall not be assigned to any other entity. Any attempted assignment of this Legal Agreement by the Recipient shall be void.

VIII. SUB-CONTRACTS

A. Board Approval Required

The Recipient shall receive approval from the Kentucky Agricultural Development Board's Recipient Review Committee prior to entry of an agreement between the Recipient and a subcontractor. At the time of the request for approval, the Recipient shall provide the necessary documentation (in paper or electronic form) to aide the committee members, including, but not limited to, details regarding the scope of the subcontract and cost estimates.

B. Terms of Agreement

The sub-Agreement shall be in writing and require that the subcontractor be subject to all provisions of this Legal Agreement and shall be incorporated by reference into this Legal Agreement herein.

IX. AUDIT of RECORDS

The Recipient, the contractor, as defined in KRS 45A.030(9) agrees that the Governor's Office of Agricultural Policy, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the GOAP, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order No. 11-004.

X. COMPLIANCE WITH STATE AND FEDERAL LAWS

A. Recipient's Compliance

The Recipient submits that, to the best of its knowledge, it complies with all state and federal laws and regulations.

B. Conflict of Laws

This Legal Agreement and all sub-Agreements are governed by KRS Chapter 248. If any material portion of this Legal Agreement conflicts with said laws or regulations, such portion shall be void with the remainder of this Legal Agreement to continue in full force and effect.

C. Tax Consequences

The Recipient shall be responsible for all tax consequences, if any, that may result from the receipt of said money from the Board.

XI. CONFLICTS OF INTEREST

The Recipient agrees to avoid entering into business relationships that create a conflict of interest, either real or perceived. If Recipient can provide sufficient evidence that a conflict of interest can be overcome, the justification for approval, as well as additional oversight measures should be documented by legal counsel and submitted to the Kentucky Agricultural Development Board's Recipient Review Committee for approval as an Addendum to the Legal Agreement herein.

XII. RELATED PARTY TRANSACTIONS

The Recipient shall seek prior approval from the Kentucky Agricultural Development Board's Recipient Review Committee for all business transactions or agreements with related parties. For purposes of this Legal Agreement related parties are defined as relatives of the Recipient's management, or arrangements with businesses or other entities in which an officer or employee of the Recipient holds a significant financial interest.

XIII. VENUE AND CHOICE OF LAW

A. Venue

Both parties agree that venue for any legal action regarding the terms and conditions of this

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Legal Agreement shall be in the Franklin Circuit Court or the United States District Court, Eastern District of Kentucky, Frankfort Division. Both parties agree that this is a material term of the Agreement and consent to said venue.

B. Choice of Law

Both parties further agree that all questions as to the execution, validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Recipient agrees to place the substance of this paragraph into all sub-Agreements with other entities.

XIV. WAIVER OF LIABILITY

In accepting the grant funds offered and approved by the Board, the Recipient, its agents, employees, representatives, successors, and assigns, absolutely and unconditionally release and forever discharge the Commonwealth, including the members of the Board, Chief Executive Officer of the Board and all staff members of the Governor's Office of Agricultural Policy, both in their official and individual capacities, from any and all actions, claims, demands, damages, executions, judgments, liabilities, expenses, costs, attorneys fees, and suits, arising out of, in connection with, or in any manner related to the Application, this Agreement and the grant funds disbursed to the Recipient hereunder, whether past, present or future, known or unknown, foreseen or unforeseen, existent or nonexistent, disclosed or undisclosed.

XV. TERMINATION

The Board shall have the right to terminate this Legal Agreement upon thirty (30) days written notice via certified mail, return receipt requested, to the Recipient. Specifically, the Board may terminate this Legal Agreement because the Recipient is failing to perform its contractual duties, or for the convenience of the Commonwealth if the Board has determined that such action is in the best interest of the Commonwealth. This provision allows the Board to react to budgetary constraints, performance concerns, and other events.

A. Termination for Convenience of the Commonwealth

The Board may terminate this Legal Agreement for convenience if it determines that termination is in the Commonwealth's best interest.

B. Board Not Liable for Damages

The Board shall not be responsible for any costs, damages, or expenditures to entities that receive funds from the Recipient because of termination of this Legal Agreement with the Recipient.

IN WITNESS WHEREOF, the parties have set their hands by and through the duly authorized officers and agents.

NELSON COUNTY FISCAL COURT

By: _____
Dean Watts
Nelson County Judge Executive

Date

By: _____
ROGER THOMAS
Executive Director
Governor's Office of Agricultural Policy
Authorized Representative of KADB

Date

APPROVED AS TO FORM AND LEGALITY:

Diane Schuler Fleming
General Counsel

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On motion of Jeff Lear, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Judge-Executive to sign the grant application referenced in the foregoing agreement and to forward it on to the Department of Agriculture.

EQUIPMENT - Compactor: Brad Spalding told Court members that he and the landfill mechanic are driving to physically view the engine and parts that are being installed into the newly-purchased compactor. Highlift: Whayne Supply has looked at the high lift to assess repair to a failed under-carriage of the landfill highlift. Total repair cost has been listed at \$24,975; however, with credit for warrantied parts, end cost to the landfill will be about \$16, 247. System to be installed will be more durable than the one that is being replaced. On motion of Keith Metcalfe, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize repair of the highlift as described.

HOLIDAY SCHEDULING - Christmas and New Years Day will fall on Sunday; intent is that the landfill crews will work a regular week, with all landfill business closed on Saturdays prior to the holidays.

***EMS

Joe Prewitt presented bids for ambulance as follows:

*Request for Bids
Nelson County Fiscal Court
Ambulance Purchase*

Nelson County Fiscal Court will be accepting bids to purchase one(1) new or demo, TYPE III Ford or Chevrolet 2010 or 2011 ambulance with full OEM warranty. Requirements at minimum shall be, but not limited to; current KKK 1822 Ambulance Specifications, gas or diesel engine, dual rear wheels, 144" X 90" box with 68" headroom, pre-wired for inverter installation, ALS Cabinetry configuration with locking drug box and delivery within 30 days of purchase. Sealed bids must be mailed or delivered to The Office of the Nelson County Judge/Executive, P.O. Box 578, 1 Court Square 2nd Floor, Bardstown, KY 40004 no later than 10:00 a.m. EST on Monday October 31, 2011.

Nelson County Fiscal Court reserves the right to reject any or all bids and to waive formalities.

Dean Watts,
Nelson County Judge/Executive

**The County Of Nelson
Bid Tabulation for
1 New or Demo Ford or Chevrolet Type III
Gas or Diesel Ambulance**

Bid Opening October 31, 2011

Muster Emergency Vehicles, Inc. P.O. Box 66 Calhoun, KY 42327 800-579-9220	2010 Ford E350 Type III Diesel Wheeled Coach	\$82,849.00
Life Star Rescue, Inc. 1171 Production Dr. Van Wert, OH 45891 877-519-1459	2010 Chevrolet G 3500 Type III Diesel Custom Truck Works	\$85,000.00

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RESCUE INC.
CUSTOMIZED SERVICE, REMOUNT, AND REPAIR
1171 Production Drive Van Wert, OH 45891
Phone: 419-238-1459 or 877-519-1459 * Fax: 419-238-1479
www.lifestarrescue.com

October 31, 2011

Nelson County Fiscal Court
1 Court Square
P.O. Box 578
Bardtown, Kentucky 40004

Life Star Rescue Inc. is pleased to submit the following proposals for your consideration:

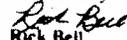
One (1) 2010 Custom Truck Works Type III modular *demonstrator* ambulance on a 2010 Chevrolet G-3500 Ambulance Prep Package\$85,000.00

The cost shall include the following:

- 1) Whelen LED/Halogen lighting package
- 2) New Whelen Siren with dual 100 watt speakers mounted in cab bumper
- 3) Kussmaul 20 amp auto-eject shoreline
- 4) LED rope lighting in all exterior compartments
- 5) Pre-Wire for customer supplied Inverter
- 6) New cot mounting system
- 7) Wall mounted suction in interior module
- 8) Portable Oxygen Storage in interior module
- 9) Built-in Sharps/Waste in interior module
- 10) Wheel simulators
- 11) Stairchair Storage compartment
- 12) Storage under attendant seat
- 13) Safety Net at forward end of squad bench
- 14) Eberhart heavy duty exterior door handles
- 15) Slide-out tray for OEM batteries
- 16) An additional exterior compartment on curbside

Delivery of this unit is immediate. Changes may be made to this unit (when applicable) with the appropriate charges applied to the aforementioned cost. Life Star Rescue Inc. will honor this proposal for 30 days.

Respectfully Submitted,


Rick Bell
Sales Representative



Muster Emergency Vehicles, Inc.
Mike Muster
P. O. Box 669
117 Highway 815
Calhoun, Kentucky 42327

October 18, 2011

Judge / Executive Dean Watts
Nelson County Fiscal Court
1 Court Square
Bardstown, KY 40004

Gentlemen:

I am pleased to offer you the following bids for one or more Ford E 350 Diesel Cutaway chassis, and Type III Citi Medic ambulance conversion by Wheeled Coach Co of Orlando FL. My bids as offered surpass all Federal KKK A 1822F, and Commonwealth of Kentucky regulations. I am also bidding in total compliance with your specifications.

I first offer a bid for one 2009 "DEMO" E 350 chassis / Type III ambulance; this unit has 10,200 demo miles on it. I offer this ambulance for \$78,975.00 and it is *in-stock for immediate delivery*; and subject to possible prior sale. The bid price is after I deducted Ford's Government Price Concession (GPC) discount of \$5,400.00.

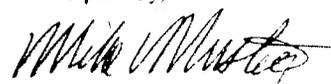
I also offer one or more new 2010 E 350's and ambulance conversion for \$82,849.00 after deduction of Ford's GPC discount in the amount of \$5,500.00. This unit is also *in-stock for immediate delivery*.

We surpass your specifications in that both of these ambulances have all Whelen Super LED warning flashers. These LED's have a five year manufacturer's warranty from Whelen.

Attached please find copies of the work orders for both of these ambulances. Also attached are floor plan drawings and brochures for the Citi Medic ambulance conversion. If you have any questions on my ambulance bids please call me 800 phone number listed below.

Thank you for considering Muster Emergency Vehicles, and Wheeled Coach Co as your emergency ambulance provider.

Respectfully,



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EMS Committee Sam Hutchins and Keith Metcalfe met this morning with Judge Watts for review of the bids. Mag. Metcalfe made recommendation as follows: Court's history with the Ford 6.0 motor has been one of no good luck; the Chevrolet Duramax has a larger cab, and it has more storage. Although it is \$2,000 more in price than the Ford, the committee recommends purchase of the Chevrolet due to the roominess, the storage and the better diesel motor. On motion of Sam Hutchins, second of Bernard Ice, and by unanimous vote of Court members, IT IS HEREBY ORDERED to approve purchase of a 2010 Chevrolet from Life Star Rescue at \$85,000. Joe Prewitt noted that there was a savings of about \$25,000 to \$30,000 by buying a demo vehicle.

HOMELAND SECURITY GRANTS - Joe Prewitt told Court members that Homeland Security has named recipients of this year's grants. EMS will be funded with \$24,000 for purchase of two Stryker power cots--cots that run on a battery-powered hydraulic system, thereby preventing injuries to EMS personnel. Prewitt also reported on a \$35,000 grant received for use in purchasing mobile radio equipment in the fire departments and in EMS units. Grant funding was done on a regional basis through LTADD; they received \$95,000 to be distributed among their counties. He also noted that last-minute application for dispatch equipment was denied, explaining the reasons.

DISPATCH - Joe Prewitt gave an overview of on-going activity with the Dispatch Center, including information on application being made to the CMRS Board for cell-phone funding. Canvassing of the county for validation of addressing should begin next week.

**JAIL

Dorcas Figg presented her regular report as follows:

NELSON COUNTY JAIL

OCTOBER	Total	Hardin Co	HIP	State	W-End	In House
Wed. 19	129	2	2	28	11	114
Thur. 20	143	2	2	26	10	129
Fri. 21	133	1	3	27	10	119
Sat. 22	133	1	4	26	3	125
Sun. 23	130	1	4	26	6	119
Mon. 24	130	1	4	26	7	118
Tue. 25	128	2	4	28	7	115
Wed. 26	125	2	4	27	6	113
Thu. 27	125	2	4	28	6	113
Fri. 28	130	2	4	28	6	118
Sat. 29	134	2	4	28	3	125
Sun. 30	133	2	4	28	3	124
Mon. 31	132	2	4	28	5	121
NOVEMBER						
Tue. 01	126	2	4	29	6	114

PLUM RUN RD. - SEWER LINE REQUESTED

Marion Pulliam addressed Court members about growth on Plum Run Rd. and anticipated problems with sewage systems. He said that City of Bardstown has been approached for help with a sewer line there; it has been suggested that a grant application be worked on through LTADD. Bardstown's Mayor has suggested that the County should help toward this project, but did not specify in what manner the County could assist. Court members asked that scope

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and estimated cost of the project should be put forth; Nelson Fiscal Court is willing to write a letter in support of the project.

ANIMAL SHELTER GRANT

On motion of Keith Metcalfe, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Judge-Executive to sign the following agreement and to forward it to the Department of Agriculture:

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF AGRICULTURE
AND
NELSON COUNTY FISCAL COURT
GRANT AGREEMENT

This Agreement is made and entered into this ____ day of October, 2011, between the Kentucky Department of Agriculture, hereinafter "the Grantor", and the Nelson County Fiscal Court, hereinafter "the Grantee"; with the terms of said Agreement set forth as follows:

Whereas, the lack of adequate animal control facilities is a problem in a number of Kentucky counties; and

Whereas, counties need financial assistance to address this problem; and

Whereas, the 2008 General Assembly allotted Three Million Dollars (\$3,000,000) to assist in the construction and/or renovation of animal shelters in Kentucky; and

Whereas, the Animal Control Advisory Board has reviewed grants submitted by the various counties and have recommended funding for this project; and

Whereas, Grantee has submitted a grant to construct/renovate a facility and will accept this grant for that purpose, said grant being subject to the terms and conditions set out herein.

NOW, THEREFORE, the parties agree as follows:

1. The Grantor shall provide a grant to Grantee in the amount of Four Thousand Dollars (\$4,000) for the purpose of animal shelter construction/renovation.

2. The Grantee agrees the grant shall be used exclusively for the construction/renovation of the new or existing animal control facility, as submitted. Any changes in the original building plans must first be submitted to the Grantor for approval. No portion of the grant funds shall be used for the cost of a driveway, parking lot improvements, or for the purchase of office equipment. Fees for licenses, permits, and insurance shall not be paid with grant funds. Grant funds shall not be used for reimbursement of previously expended funds for the animal shelter. No portion of the grant funds shall be used for operating expenses.

3. For the purposes of accountability, funds received from the grant shall be maintained in a separate budget account. Confirmation of such account shall be filed with Grantor no later than thirty (30) days after receipt of funds.

4. All in-kind contributions (i.e., supplies, labor, etc.) must be documented and retained (for Kentucky Department of Agriculture review) by Grantee (i.e., receipts, timesheets with actual hours devoted to projects showing date and hours worked and signed by the provider). Volunteer labor rate shall not exceed the prevailing wage rate in that locality as established by the United States Department of Labor. No non-cash transactions (i.e., dealer discounts, rebates, allowances) shall be considered a match. Such information shall be reported to Grantor monthly, not later than the 10th day of the following month.

5. Copies of all billings, receipts, and proof of payment of same shall be submitted monthly, not later than the 10th day of the following month, to the Grantor until all payments associated with this grant project have been completed.

6. The Grantee shall provide to the Grantor a written report with a full accounting of expenditures relating to this grant within thirty (30) days after the last expenditure, and no later than thirty (30) days after the end of the term of this grant. Any and all unused funds shall be returned to the Grantor within this same time period. Failure to timely submit the required report shall be considered a breach of this Agreement and may result in a demand for reimbursement of all grant funds to Grantor. The report shall be mailed or delivered to: Kentucky Department of Agriculture, 500 Mero Street, 7th Floor, Frankfort, KY 40601, Attn: Michael Grant.

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7. Upon execution of this Agreement, ninety (90%) percent of the grant funds shall be disbursed to the Grantee. The Grantor shall retain ten (10%) percent of the grant funds until such time as the project has been completed and all reports have been submitted and approved by the Grantor.

8. All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700. This Agreement shall expire June 30, 2012.

9. At the expiration of its initial term, this Agreement may be renewed from July 1, 2012 through June 30, 2013 if it is in the best interests of the Commonwealth to do so, subject to prior approval from the Secretary of the Finance and Administration Cabinet and filing with the Government Contract Review Committee in accordance with KRS 45A.690-725, and contingent upon available funding by the General Assembly.

10. Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

11. The Grantee agrees that, at any time this Agreement or any renewals of it shall be in effect, if funds are not appropriated to the Grantor or are not otherwise available for the purpose of making payments, the Grantor shall be authorized, upon thirty (30) days written notice to the Grantee, to terminate this contract. Such termination shall be without any other obligation or liability on the part of the Grantor.

12. Either party may cancel this Agreement at any time for cause or may cancel without cause upon 30 days written notice.

13. The Grantee agrees that, at any time this Agreement or any renewals of it shall be in effect, the Kentucky General Assembly may allow for a reduction in 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.

14. The Grantor does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.

15. The Grantee agrees not to discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services under this Agreement.

16. The Grantee shall be considered a Contractor as defined in KRS 45A.030 (9), and agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, 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. To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the

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final determination, and the state agency which issued the final determination. KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor **must** initial one:

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

17. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this agreement, shall be filed in the Franklin County Circuit Court.

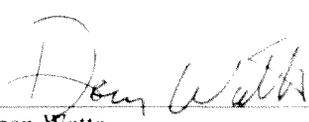
18. The First Party and the Second Party agree that this writing is a complete statement of the agreement and supersedes any prior terms, representations, or agreements whether made orally or in writing.

AGREED:

Kentucky Department of Agriculture

Nelson County Fiscal Court

Richie Farmer, Commissioner



Dean Watts
County Judge/Executive
1 Court Square
Bardstown, KY 40004

ID Tax # _____
Tax Status (Check One)
 Individual
 Sole Proprietorship
 Partnership
 Estate/Trust
 Corporation
 Government/Non-Profit
 Public Service Corporation

Examined:

Nicole T. Liberto, Legal Counsel

ANIMAL SHELTER MANAGEMENT

Nelson County Humane Society recently proposed that they take over management of the Animal Shelter (See Book 35, Page 475-77). Judge Watts suggested to Court members that consideration be given to advertising publicly to inform any entity that might be interested in managing the shelter. Magistrate Metcalfe expressed reluctance to give up control of the shelter; Dr. Judy Cooke addressed these concerns, after which Judge Watts said he

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would draft a proposal to be brought back for input from the Court.

PROJECT UPDATE

**SENIOR CENTER - Brad Spalding reported that brick is being installed; waiting for doors and windows (concern was expressed that these should have been in place prior to bricking). Framing inside, HVAC, and various items are in progress.

**OLD COURTHOUSE - Contractor doing mortar work on the Courthouse was held up due to various County projects; therefore, he has had to go to other jobs. Work on the Courthouse is in progress.

JIM BEAM DISTILLERY EXPANSION

After a short recess, Judge Watts reconvened meeting, after which he gave a short synopsis of Jim Beam Distillery's focus on the liquor business and on their intent to build up to seventeen warehouses. Site of the warehouses will be determined in part by which counties can provide requested tax incentives. They have asked that the property on which they build the warehouses be exempt from property taxes for a period of years; note has been made that there will be significant inventory tax on the liquors stored in the warehouses.

On motion of Bernard Ice, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following resolution as presented and to approve the attached Memorandum of Agreement, and it is also ordered that the County Judge-Executive sign these documents:

RESOLUTION

A RESOLUTION OF THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY (THE "COUNTY"), AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND JIM BEAM BRANDS CO. (THE "COMPANY") RELATING TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WAREHOUSES AND BARRELS THEREIN TO BE LOCATED IN THE COUNTY; AGREEING TO UNDERTAKE THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS AT THE APPROPRIATE TIME TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING SAID FACILITIES; AND TAKING OTHER PRELIMINARY ACTION.

WHEREAS, Jim Beam Brands, Co. (the "Company") proposes the acquisition, construction, equipping and installation of warehouses and barrels therein in _____, Nelson County, Kentucky (the "Project"), as provided for in Section 103.200 of the Kentucky Revised Statutes, and in this connection it has been determined that the County may assist the Company by causing the acquisition, construction, equipping and installation of the Project and by entering into at the appropriate time a lease agreement with reference thereto pursuant to authority of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes

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(collectively, the "Act"), all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the County; such lease agreement to be upon such terms and conditions as the Act may require and the County may deem advisable; and

WHEREAS, the acquisition, construction, equipping and installation of the Project by the Company will encourage the expansion of commerce in accordance with the public policy of the Commonwealth of Kentucky by promoting the economic development of the Commonwealth of Kentucky and the County, will relieve conditions of unemployment, will encourage the increase of industry and will improve the economic welfare of the people of the County; and

WHEREAS, the County is further authorized by the Act to issue bonds, which term under the Act encompasses bonds, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a city, county or other authority pursuant to the Act, for the purpose of defraying the cost of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act; discussions have occurred between representatives of the Company and the County incident to the issuance of industrial building revenue bonds by the County; the County has agreed with the Company to issue such bonds upon compliance by the Company with certain conditions, requirements and obligations, and subject to the approval of the County of the terms of all agreements, ordinances and other documents required incident to said bond issue; and the County has authorized the Company to proceed with the acquisition, construction, equipping and installation of the Project, subject to reimbursement of the costs of the Project from the proceeds of such bonds, when, as and if issued; and

WHEREAS, based upon an estimate of the costs of the Project, the County proposes to issue its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the County in an amount not to exceed **[TWO HUNDRED FIVE MILLION DOLLARS (\$205,000,000)]** (the "Bonds"), such Bonds to be sold and delivered by the County to pay the costs of the Project, together with costs incident to the authorization, sale and issuance of such Bonds, but with such contributions from the Company as may be necessary; and

WHEREAS, the County proposes to enter into at the appropriate time a lease agreement with the Company with respect to the Project, whereby the Company will covenant and agree to pay amounts sufficient to provide for the payment of principal of and premium, if any, and interest on the Bonds, together with all trustee and paying agents' fees in connection with the

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Bonds as the same become due and payable; the liability of the Company under this instrument or any other instrument related to the issuance of the Bonds shall be limited to its interest in the Project to be financed thereby and no party shall have the right to obtain payment from the Company or from any assets of the Company other than such Project; and

WHEREAS, it is deemed necessary and advisable that a Memorandum of Agreement between the County and the Company be executed setting forth the preliminary agreements of the parties with respect to the acquisition, construction, equipping and installation of the Project, the issuance of the Bonds to defray the costs thereof and the payments to be made by the Company with respect to the Project; and

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY, AS FOLLOWS:

Section 1. It is hereby found, determined and declared that (i) the recitals set forth in the preamble to this Resolution, which are incorporated in this Section by reference, are true and correct; (ii) the total amount of money necessary to be provided by the County for the acquisition, construction, equipping and installation of the Project to be financed by the Bonds will not exceed **[TWO HUNDRED FIVE MILLION DOLLARS (\$205,000,000)]**; (iii) the Company has represented that it will have sufficient financial resources to acquire, construct, equip and install the Project and to place it in operation and to continue to operate, maintain and insure the Project throughout the term of the Bond issue, meeting when due the obligations of the proposed lease agreement; and (iv) sufficient safeguards will be provided by the lease agreement to insure that all money provided by the County from the proceeds of the sale of the Bonds will be expended by way of direct expenditure or reimbursement, solely and only for the purposes of the Project.

Section 2. It is hereby found, determined and declared that the cost of acquiring, constructing, equipping and installing the Project will be paid out of the proceeds of the Bonds and such contributions of the Company as may be necessary to complete the Project as defined in the lease agreement to be executed by and between the County and the Company at the appropriate time pursuant to the Act; **THAT NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE COUNTY; THAT NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE COUNTY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER, BUT THAT THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY**

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BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER SUCH LEASE AGREEMENT; AND THAT NO PART OF SAID COSTS WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE COUNTY.

Section 3. In order to induce the acquisition, construction, equipping and installation of the Project in the County with the resultant public benefits which will flow therefrom, it is deemed necessary and advisable that the Memorandum of Agreement hereinafter referred to be approved and executed for and on behalf of the County. Accordingly, the Memorandum of Agreement by and between the Company and the County substantially in the form and with the contents set forth in EXHIBIT A attached hereto and incorporated herein by reference is hereby approved and the County Judge/Executive is hereby authorized and directed to execute and deliver said Memorandum of Agreement.

Section 4. Inasmuch as the Project is to be acquired, constructed, equipped and installed in order to conform to the requirements of the Company, so that the Company may provide additional industrial and economic development and employment to citizens and residents of the local community, and inasmuch as the Company is able to plan, acquire, construct, equip and install the Project and possesses more expertise in such matters, it is hereby found, determined and declared that acquisition, construction, equipping and installation of the Project should be undertaken or caused to be undertaken by the Company. Accordingly, the Company is hereby authorized to formulate and develop plans for the acquisition, construction, equipping and installation of the Project and to enter into such contracts and undertakings as may be required for the acquisition, construction, equipping and installation of the Project. Reimbursements made to the Company after the receipt of the proceeds of the sale of the proposed Bond issue by the County shall be subject to the certifications by qualified persons to be designated by the Company as specified in the lease agreement to be entered into by the County and the Company at the appropriate time pursuant to the Act.

Section 5. This Resolution and the Memorandum of Agreement approved hereby constitute the present official intent of the County to issue the Bonds at a later date.

Section 6. Stites & Harbison, PLLC, Louisville, Kentucky, is hereby approved as local Bond Counsel. Local Bond Counsel is authorized and directed to take any legal action necessary or appropriate in connection with the issuance of the Bonds. The County Attorney is authorized and directed to assist Local Bond Counsel in any appropriate manner.

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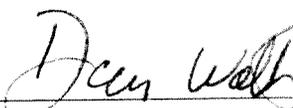
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Section 7. No County funds shall be expended on the Project, except such as are derived from Bond proceeds.

Section 8. To the extent any resolution, ordinance or part thereof is in conflict, the provisions of this Resolution shall prevail and be given effect.

Section 9. This Resolution shall be in full force and effect from and after its adoption as provided by law.

INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED MEETING OF THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY, held on the 1st day of NOVEMBER, 2011, on the same occasion signed in open session by the County Judge/Executive as evidence of his approval, attested under seal by the Fiscal Court Clerk, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.


DEAN WATTS,
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

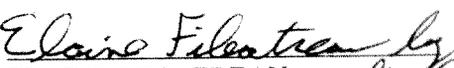

ELAINE FILIATREAU
FISCAL COURT CLERK



CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Fiscal Court Clerk of the Fiscal Court of Nelson County, Kentucky, and as such Fiscal Court Clerk, I further certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Fiscal Court of said County at a duly convened meeting held on the 1st day of November, 2011, signed by the County Judge/Executive, duly filed and recorded in my office, all as appears from the official records of said Fiscal Court in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 1st day of November, 2011.


ELAINE FILIATREAU
FISCAL COURT CLERK 

(SEAL)

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MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS

This MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS, by and between the COUNTY OF NELSON, KENTUCKY (the "County") and JIM BEAM BRANDS CO., a Delaware corporation (the "Company"), with its principal office located in Deerfield, IL.

WITNESSETH:

1. Preliminary Statement. Among the facts and circumstances which have resulted in the execution of this Memorandum of Agreement by and between the parties are the following:

(a) The Company is desirous of acquiring, constructing, equipping and installing warehouses and barrels therein in _____, Nelson County, Kentucky (the "Project").

(b) The Project proposed to be acquired, constructed, equipped and installed for use by the Company will constitute an "industrial building" within the meaning of Section 103.200 of the Kentucky Revised Statutes.

(c) The Company is initiating the development of plans, specifications and designs for the Project and has entered into discussions with the County with respect to the financing thereof. The Company estimates that the aggregate cost of the Project will not exceed **[TWO HUNDRED FIVE MILLION DOLLARS (\$205,000,000)]**, including financing costs.

(d) The County is authorized and empowered by the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the "Act") to issue bonds, which term under the Act encompasses bonds, notes, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a city, county or other authority pursuant to the Act, for the purpose of defraying the costs of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act, in order to promote the economic development of the Commonwealth and the establishment, retention or expansion of industry. The County is empowered, with respect to such industrial building facilities so acquired, constructed, equipped and installed, to enter into at the appropriate time a lease agreement with a concern such as the Company providing for such payments by the Company and such other terms and conditions as the County may deem advisable.

(e) The purposes of the Act, inter alia, are to promote the economic development of the Commonwealth of Kentucky, to relieve conditions of unemployment, to promote reconversion to a peacetime economy, to aid in the rehabilitation of returning veterans, to encourage the increase of industry in Kentucky, and to aid in the retention of existing industry by certain described means. In furtherance of such purposes the County, at the request of the Company, proposes to cause to be acquired, constructed, equipped and installed the Project for the Company's use in connection with the operations of the Company in the County. The County intends to finance the Project and to enter into at the appropriate time a lease agreement with the Company pursuant to the provisions of the Act with respect to the Project.

(f) The Company is ready, willing and able to cause initial acquisition, construction, equipping and installation of the Project to be undertaken, but has been advised by counsel that in order to warrant the issuance of industrial building revenue bonds by the County it is necessary that official action be taken by the County approving the Project and agreeing to issue at the appropriate time industrial building revenue bonds to finance the costs of acquisition, construction, equipping and installation of the Project.

(g) Representatives of the County have indicated the willingness of the County to proceed with and to carry out such industrial building revenue bond financing in order

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to effectuate the purposes of the Act and have advised the Company that, subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals required by law, and to the happening of all acts, conditions and things required precedent to such financing, including satisfaction of all requirements of the County, the County, by virtue of authority of the Act, will issue and sell its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the County in an amount not to exceed [TWO HUNDRED FIVE MILLION DOLLARS (\$205,000,000)] (the "Bonds").

(h) The County considers and determines that the acquisition, construction, equipping and installation of the Project, and the execution of a lease agreement with the Company at the appropriate time with reference to the Project, will promote and further the purposes of the Act.

(i) Pursuant to KRS 103.230(1), the Company has requested and hereby requests that the sale of the Bonds by the County be made upon a negotiated basis in a manner to be determined by the Company.

2. Representations and Undertakings on the Part of the Company. The Company represents, undertakes, covenants and agrees as follows:

(a) That the Company intends to utilize the Project, or cause the Project to be utilized, at all times during the term of the lease agreement to be entered into at the appropriate time by and between the County and the Company with reference to the Project for the purposes hereinbefore indicated;

(b) That the Project will tend to relieve conditions of unemployment;

(c) That the Company will cause contracts to be entered into for, or will otherwise provide for, the acquisition, construction, equipping and installation of the Project;

(d) That prior to or contemporaneously with the delivery of the Bonds the Company will enter into a lease agreement with the County under the terms of which the Company will obligate itself to undertake and to complete the acquisition, construction, equipping and installation of the Project and to pay to the County sums sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds as and when the Bonds shall become due and payable, such lease agreement to contain such other provisions as shall be agreed upon by the County and the Company; and

(e) The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it or the County may deem appropriate in pursuance thereof.

3. Undertaking on the Part of the County. Subject to the fulfillment of the several conditions herein stated, the County agrees as follows:

(a) That it will at the appropriate time authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the Act as then in force in an aggregate principal amount not to exceed [TWO HUNDRED FIVE MILLION DOLLARS (\$205,000,000)], or such other aggregate principal amount as shall be sufficient to pay the costs of the Project and related costs when actually determined;

(b) That it will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for (i) the authorization,

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issuance and sale of the Bonds, (ii) the acquisition, construction, equipping and installation of the Project, (iii) providing for the payment of principal of and interest on the Bonds by the lease agreement with the Company pursuant to the Act, all as shall be authorized by the Act and upon terms which shall be mutually satisfactory to the County and the Company;

(c) That the aggregate basic payments stipulated to be made by the Company under the lease agreement with the County with reference to the Project shall be at least sufficient (in addition to covenants of the Company to properly operate, maintain and insure the Project) to pay the principal of, interest on and redemption premium, if any, on all of the Bonds as and when the same become due and payable, whether at maturity or prior redemption or upon any acceleration of payment of principal as provided in the Bond proceedings; and

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate.

4. General Provisions.

(a) The Company has requested that the sale of the Bonds be negotiated in the manner permitted by statute and that the terms of the sale be subject to approval by the Company.

(b) All commitments of the County and the Company pursuant to this Memorandum of Agreement are subject to the condition that on or before one year from the date hereof or such later date as shall be agreed upon by the County and the Company, the County and the Company shall have agreed to mutually acceptable terms and conditions with respect to the lease agreement referred to in this Memorandum of Agreement and the details of the industrial building revenue bond financing.

(c) If the event set forth in (b) of this paragraph does not take place within the time set forth therein, or any agreed extension thereof, and the Bonds are not issued within such time, the Company agrees that it will reimburse the County for all reasonable and necessary direct out-of-pocket expenses which the County may incur at the Company's request arising from the execution of this Agreement, and the performance by the County of its obligations hereunder shall thereupon terminate.

(d) This Memorandum of Agreement and the Resolution approving this Memorandum of Agreement constitute the present official intent of the County to issue the Bonds at a later date.

(e) NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE COUNTY AND NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE COUNTY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER ANY LEASE AGREEMENT WITH THE COUNTY AS REQUIRED BY THE ACT. NO PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING THE PROJECT WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE COUNTY.

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IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized as of the 1st day of November, 2011.

COUNTY OF NELSON, KENTUCKY

BY: _____

Dean Watts
Dean Watts,
County Judge/Executive

(SEAL)

ATTEST:

Elaine Filiatreau
Elaine Filiatreau,
Fiscal Court Clerk

Sam M. Brown DC.

JIM BEAM BRANDS CO.

BY: _____

TITLE: _____

On motion of Jeff Lear, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Nov. 1 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK