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02 Road Fund

Airgas Mid America	Oxygen for welder	6105427	Garage supplies	78.73
Bluegrass Seed & Fertilizer	Straw, Ky 31	6105431	Fences & ROW	216.60
BMS LLC	Monthly admin fees	9400205	Employee Health Insurance	22.00
Bumper to Bumper	Couplers, motor tune up	6105427	Garage supplies	27.54
Bumper to Bumper	Sign truck, D Mattingly truck	6105443	Parts	229.46
Cardmember	Postage	6103445	Office Supplies	68.70
Concept Communications	Radios, repair and service	6105339	Radio Repair and Maint	661.00
GBA	Ink cartridges	6103445	Office Supplies	29.97
Guys Building Supplies	Parts	6105443	Parts	5.54
Irving Materials Inc	Woodlawn Rd	6105457	Bridge & Culvert Materials	445.00
J Edinger	Rocker switch	6105443	Parts	43.80
Sublet Contractors	Brush guard for boom mower	6105336	Equipment repairs	1,914.04
Tatum Auto Supply	Reflector, black tape, brake fluid, permepoxy	6105427	Garage supplies	80.55
Tatum Auto Supply	Gradall, Sign truck, truck 304, D Mattingly	6105443	Parts	428.72
Total Truck Parts, Inc.	Hand cleaner	6105427	Garage supplies	12.68
Total Truck Parts, Inc.	Truck 303 - crank	6105443	Parts	60.00
Total Truck Parts, Inc.	12 pc pneumatic tools	6105475	Tools	50.72
Walker Transmissions LLC	Jerry Newton - transmission overhaul	6105336	Equipment repairs	1,200.00
Total 02 Road Fund				5,575.05

09 Ambulance Fund

Airgas Mid America	Oxygen	5140550	Medical supplies & Materials	199.74
Bardstown Ambulatory	Employee medical	9400547	Employee Medical/WC Claims	100.00
Bluegrass Uniforms	Uniforms	5140481	Staff Uniforms	417.00
BMS LLC	Monthly admin fees	9400205	Employee Health Insurance	33.00
Bound Tree Medical	Medical supplies	5140550	Medical supplies & Materials	155.34
Cardmember	Computer & supplies, ink, memory card	5140445	Office Supplies	1,303.98
Cardmember	2 folding tables	5140446	Housing expenses	313.14
Cardmember	Postage, mailings	5140563	Postage	243.37
Cardmember	EMS Instructor Conference	5140577	Staff travel	154.22
Cardmember	Meals for staff during applicant interviews	5140599	Miscellaneous	44.74
Carey Sign	Decals for new squad	5140723	EMS Vehicles	646.00
Concept Communications	Mobile microphones	5140339	Radio Maintenance & Repairs	85.00
Conway Heaton	New Sq 38, Medic 2	5140340	Vehicle Maintenance & Repairs	682.90
Conway Heaton	New Sq 38, Medic 2	5140443	Vehicle Parts	517.91
Culler, Christopher	Software maintenance	5140336	Equipment Maintenance & Repairs	250.00
Culvertown Truck Service	Sq 37 39	5140340	Vehicle Maintenance & Repairs	665.00
Culvertown Truck Service	Sq 37	5140443	Vehicle Parts	417.08
Glove Planet	Gloves	5140550	Medical supplies & Materials	140.00
Holt Computers	Station II	5140336	Equipment Maintenance & Repairs	129.00
Med Tech Medical Services	Cot supplies	5140336	Equipment Maintenance & Repairs	280.18
Prewitt, Eva	Reimburse EMSEK fees	5140551	Dues	155.00
QuadMed Inc	Medical supplies	5140550	Medical supplies & Materials	320.51
Quartermasters	Uniforms	5140481	Staff Uniforms	54.97
Select-Tech Inc	New Trucks	5140723	EMS Vehicles	1,429.84
Tatum Auto Supply	Wheel	5140443	Vehicle Parts	29.99
Total 09 Ambulance Fund				8,767.91

TOTAL

\$75,663.86

**Nelson County Fiscal Court
PIC Bills for Court Approval
May 1, 2012**

Name	Memo	Account	Amount
13 Solid Waste Fund			
American Cancer Society	Hwy 245, Templin Ave	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	500.00
Balltown Community Development	Clarktown Rd	5215315 · Roadside Cleanup	250.00
Bardstown Women's Club	West Stephen Foster	5215315 · Roadside Cleanup	125.00
Bloomfield Baptist Church	Murrays Run	5215315 · Roadside Cleanup	500.00
Boston School	Hwy 62 Boston Road	5215315 · Roadside Cleanup	750.00
Boy Scout Troop 721	Bellwood Rd	5215315 · Roadside Cleanup	250.00
Boy Scout Troop 996	Monks Road	5215315 · Roadside Cleanup	250.00
Cox's Creek Elementary	Mobley Mill	5215315 · Roadside Cleanup	250.00
Cub Scout Pack 617	Hwy 62 Boston Rd	5215315 · Roadside Cleanup	250.00
Cub Scout Pack 721	Bellwood Rd	5215315 · Roadside Cleanup	250.00
Kiwanis Club	Nazareth Road	5215315 · Roadside Cleanup	250.00
Kristen Spalding Memorial	Sullivan Lane	5215315 · Roadside Cleanup	250.00
March of Dimes	Hobbs Lane	5215315 · Roadside Cleanup	250.00
Nelson Co Ind. Special Olympics	Barnes Rd, Wheeler Rd, Airport Rd	5215315 · Roadside Cleanup	562.50
Old KY Home Middle School	Pottershop Loop/Road	5215315 · Roadside Cleanup	750.00
Parkway Baptist Church	Parkway Drive	5215315 · Roadside Cleanup	250.00
St Ann 4H Club	Ky 247, Hwy 84, Spalding Hollow	5215315 · Roadside Cleanup	750.00
St Gregory School	Ben Irvin Rd, 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

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St Thomas Youth Group TOPS	Hwy 31 E New Haven Sutherland Lane	5215315 · Roadside Cleanup	250.00
		5215315 · Roadside Cleanup	250.00
Tatum Auto Supply BMS LLC	Hose, crimps Monthly admin fees	5215443 · Parts 9400205 · Employee Health Insurance	40.45 <u>11.00</u>
Total 13 Solid Waste Fund			9,738.95
15 Landfill Fund			
Arrow Industrial Supply BMS LLC	Wire ties Monthly admin fees	5210443 · Parts 9400205 · Employee Health Insurance	144.06 5.50
Cardmember Tatum Auto Supply	Internet equipment & svc Trucks 963, 402	5210578 · Utilities 5210443 · Parts	69.95 <u>70.35</u>
Total 15 Landfill Fund			923.86
23 Occupational Tax Fund			
Cardmember U S Postal Service	Website domain fees/registration Postage	5047445 · OLF Office supplies 5047445 · OLF Office supplies	228.90 <u>450.00</u>
Total 23 Occupational Tax Fund			<u>678.90</u>
TOTAL			<u>\$ 11,341.71</u>

**NELSON COUNTY FISCAL COURT
PAID BILLS FOR COURT APPROVAL
May 1, 2012**

Fund/Vendor	Description	Account	Amount
<u>Road Fund</u>			
Contech Construction Products Less discount	Stock order - pipe	6105457 · Bridge & Culvert Materials	\$ 7,715.37 (38.46)
<u>EMS Fund</u>			
Life Star Rescue Mohawk Medical Less discount	1995 Ford E350 - Wheeled Coach, plus paint job Medicine and supplies	5140723 · EMS Vehicles 5140550 · Medical supplies & Materials	19,050.00 200.25 (1.86)
<u>OLF Fund</u>			
Road Fund	FY 12 Appropriation	4909 02 · Transfers to Road	50,000.00
TOTAL PAID BILLS			<u>\$ 76,925.30</u>

**Nelson County Fiscal Court
Additional Bills for Court Approval
May 1, 2012**

Name	Memo	Account	Amount
01 General Fund			
ADP	PR 042012	9100301 · Payroll Processing	\$ 420.72
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
Gilkeys Ditch Witch Service	Sr Citizen Center - hoe ram work	5305741 · Senior Center Complex	650.00
S & P Cleaning Service Inc	Cleaning service 0412	5085329 · Building Main Contracts	<u>1,310.00</u>
Total 01 General Fund			2,980.72
02 Road Fund			
Cardmember	Reimbursed charge - error on account	6103445 · Office Supplies	80.95
Gilkeys Ditch Witch Service	Vittitow Ford Road - hoe ram work	6105457 · Bridge & Culvert Materials	1,775.00
Kroger	Creamer, sugar	6105427 · Garage supplies	41.93
Lawson Products	Degreaser	6105427 · Garage supplies	90.60
Mackin's Wrecker	Tow service - D Mattingly	6105336 · Equipment repairs	<u>100.00</u>
Total 02 Road Fund			2,088.48
03 Jail Fund			
Cardmember	Shower liners	5101453 · Prisoner Hygiene	32.62
Cardmember	TV's, inventory	5101428 · Canteen Inventory	<u>574.73</u>
Total 03 Jail Fund			607.35
04 LGEA Fund			
Wilson, Bob	Vittitow Ford Rd - cul de sac	6105409 · Rock	<u>330.00</u>
Total 04 LGEA Fund			330.00
09 Ambulance Fund			
Conway Heaton	Sq 38, Medic 1	5140340 · Vehicle Maintenance & Repairs	657.00
Conway Heaton	Sq 38, Medic 1	5140443 · Vehicle Parts	<u>613.86</u>
Total 09 Ambulance Fund			1,270.86
13 Solid Waste Fund			
Boston School	Bellwood Road	5215315 · Roadside Cleanup	250.00
Boy Scout Troop 142	Old Boston Rd, Spencer Mattingly, Woodlawn	5215315 · Roadside Cleanup	250.00
Cox's Creek Baptist	Murrays Run	5215315 · Roadside Cleanup	250.00

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Knights of Columbus	Hwy 31E New Haven Rd	5215315 · Roadside Cleanup	375.00
Old Ky Home Homemakers Club	Downtown	5215315 · Roadside Cleanup	125.00
Old KY Home Middle School	Filiatreau Lane	5215315 · Roadside Cleanup	250.00
Relay for Life - Donahue	Eddie Miles Rd	5215315 · Roadside Cleanup	250.00
Relay for Life - Smith	Roberts Road	5215315 · Roadside Cleanup	625.00
Venture Crew 147	Bellwood Road	5215315 · Roadside Cleanup	250.00
CTW Electrical	Caution lights	5215594 · Crew Safety Equipment	200.62
Smith, Beverly	Replace damaged trash can	5215571 · Property repairs	33.97
Tatum Auto Supply	Truck 411, 414	5215443 · Parts	179.84
Total 13 Solid Waste Fund			<u>3,039.43</u>
15 Landfill Fund			
Kentuckiana Wire Rope	Wire rope, cables - roll off trucks	5210443 · Parts	873.60
Kimberland, David	Office cleaning Apr 2012	5210329 · Maintenance Contracts	340.00
Tatum Auto Supply	Truck 402 - battery	5210443 · Parts	223.27
Total 15 Landfill Fund			<u>1,436.87</u>
Total			<u><u>\$ 11,753.71</u></u>

Additional paid bill for approval:

Janice Hall - framed print for Senior Center; purchased w/Community Action grant for Senior Center
01-5305-709 Senior Center Furniture & Fixtures \$ 500.00

RELAY FOR LIFE - PROCLAMATION



Proclamation

Nelson County Relay For Life Day

WHEREAS the Relay For Life is the American Cancer Society's signature fund-raising event, bringing communities together in hope, celebration and memory and

WHEREAS because the Relay For Life is a community event, everyone is encouraged to participate and

WHEREAS this year 570,000 Americans are expected to die of cancer, which is more than 1500 people a day and more than 1.3 million new cases of cancer are expected to be diagnosed and

WHEREAS the mission of the American Cancer Society is the nationwide, community-based, voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives and diminishing suffering from cancer, through research, education, advocacy and service,

THEREFORE, I, Dean Watts, Nelson County Judge-Executive do hereby declare Friday, May 11, 2012 as Relay For Life Day in Nelson County and urge all residents of Nelson County to join in this year's celebration.

Done on this day by my hand,

Dean Watts- Judge/Executive

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DEPARTMENT REPORTS

**ROAD DEPARTMENT
BIDS - DUMP TRUCKS

Tandem Dump Trucks Nelson County Fiscal Court BID OPENING April 20, 2012 10:00 A.M. Bid Specification # 2012-NC-006							
Supplier	Brand/Model #	Bid Item # 1 Chassis Cab	Bid Option # 2 Dump Body	Bid Option # 3 Paint- Light Grey	Bid Option # 4 4x4 Lockouts-	Bid Option # 5 Air Tire Chains	Total Bid
Kenworth of Bowling Green (Peterson GMC Kenworth)	Kenworth T470	\$97,607.00	\$21,988.00	included	\$1,051.00	\$1,944.00	\$122,590.00
UHL Truck Sales	International 7500	\$84,560.00	\$21,988.00	\$170.00	\$210.00	\$1,944.00	\$108,872.00
Kentuckiana Truck Center	Mack GU433	\$90,754.04	\$21,988.00	\$222.00	\$1,101.75	\$1,944.00	\$116,009.79
Commonwealth of KY	Master Agreement	MA 605 110000616 3					
Supplier	Brand/Model #	Bid Item # 1 Chassis Cab	Bid Option # 2 Dump Body	Bid Option # 3 Paint- Light Grey	Bid Option # 4 4x4 Lockouts-	Bid Option # 5 Air Tire Chains	Total Bid
Bluegrass Internatioanl Trucks Georgetown, KY	International 7500	\$83,382.30	\$21,081.00	\$687.91	\$497.81	\$1,588.00	\$107,237.02

Low bid price is through the State contract with Bluegrass International Trucks. On motion of Bernard Ice, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the purchase of two dump trucks from Bluegrass International. Further discussion was held concerning advantage of keeping old trucks for use at the landfill.

BULL RUN - Explaining and updating Court members on the Bull Run project, intent of which is to raise a portion of KY 46 by about 15 ft., Jim Lemieux reported that project engineers have met and are readying permits for submission to various agencies. He also noted that utility and waterline relocation will have to be addressed.

ON-GOING - Following note that re-evaluation of the projected cost of rebuilding a Pottershop Rd. bridge has been requested (bridge would be changed from one lane to two lanes), Jim Lemieux updated Court members on mowing, asphalt paving at the Fairgrounds, and work on various projects throughout the County.

****LANDFILL/SOLID WASTE**

Brad Spalding reported to Court members on volume of dirt being hauled from the Keeling farm for use in covering garbage as required by statute. Annual survey is underway showing progression of landfill use and projected years remaining. Forward plan for landfill use and expansion was discussed.

****JAIL**

Jailer Dorcas Figg reported on Thursday jail inspection, final report not yet available. Monthly report follows:

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NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	In House
April						
Wed. 18	115	2	1	30	4	108
Thur. 19	120	1	0	30	4	115
Fri. 20	110	1	0	35	2	107
Sat. 21	102	1	0	33	1	100
Sun. 22	108	1	0	33	2	105
Mon. 23	106	1	0	33	5	100
Tue. 24	107	1	1	33	5	100
Wed. 25	104	1	1	33	6	96
Thur. 26	106	1	1	32	6	98
Fri. 27	109	1	2	32	5	101
Sat. 28	104	1	1	32	3	99
Sun. 29	106	1	1	32	3	101
Mon. 30	103	1	1	31	5	96
May						
Tue. 01	107	1	0	31	6	100

**EMS

OUTREACH/CLASSROOM VIDEO - EMS Administrator Joe Prewitt told Court members of a contribution from Trim Masters for help in purchasing classroom video equipment. He said that the classroom is 95% complete, with CPR classes now in progress for various emergency and health providers. Prewitt expressed appreciation to Trim Masters and personnel there who worked toward this grant funding for the EMS outreach program.

COMPUTER PURCHASE - Prewitt described participation by the Nelson County EMS with the State of Kentucky whereby the service is going "paperless" by utilizing electronic patient care forms. Grants over the past three years have allowed for the purchase of equipment needs; however, these computers, which cost \$3,500 each, are aging and wearing out. Alternative, less expensive equipment is being looked at for computer replacement.

VEHICLES - Both newly-acquired trucks are in and work is in progress in readying them for service.

COMMUNICATION EXERCISE - Court members were told of EMS participation in a state-wide communication exercise administered by Kentucky Emergency Management, purpose of which is to show strengths and weaknesses in local and state communications as it applies to emergency services.

DISPATCH - Discussion was held concerning costs related to capturing address points throughout the county necessary to correct identification of locations by emergency responders. Joe Prewitt gave a rundown of efforts made to collect this data while keeping costs at a minimum, explaining that the reason for capturing address points is necessary for the CMRS funding audit. Decision was made to work toward this end internally in an effort to minimize costs and as means of gaining ownership of data-capturing equipment; alternative to this decision was to use LTADD, but cost is high and there would be no equipment in place locally at the end of the project. As the project now stands, the program and the equipment will be paid for and Nelson County will own their data. Suggestion was made that resources should be shared among various local agencies--e.g., PVA, Code Enforcement, etc.

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DESIGN REVIEW

The following appointment is approved on motion of Sam Hutchins, second of Keith Metcalfe, and by affirmative vote of all Court members:

NELSON COUNTY FISCAL COURT

ORDER

Pursuant to the relative Kentucky Revised Statutes, **Ed Brown** is hereby appointed to the **Design Review Board** for a term in accordance to the Bylaws or governing Regulations in place.



Dean Watts
Nelson County Judge Executive

Date *May 1 2012*

FAIR BOARD LEASE AGREEMENT

The following lease agreement between the County of Nelson and the Nelson County Fair Board is approved on motion of Jerry Hahn, second of Keith Metcalfe, and by affirmative vote of all Court members:

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2012, by and between NELSON COUNTY, a governmental body located in the county of Nelson, State of Kentucky, with post office address at One Court Square, Bardstown, Kentucky, 40004, acting herein by and through the Nelson Fiscal Court, hereinafter designated LESSOR, and

NELSON COUNTY FAIR BOARD, INC., A Kentucky Corporation, with post office Box 328, Bardstown, Kentucky, hereinafter designated LESSEE,

WITNESSETH:

That for and in consideration of the sum of ONE (\$1.00) DOLLAR, by each paid to the other, the receipt of which is hereby acknowledged, and the mutual covenants and agreements hereinafter contained, the Lessor hereby demises and leases to the Lessee the following described real estate, to-wit:

Beginning in a post corner with Nalley in the East line of U.S. Highway #31E; hence with Nalley S 63-30 E 359 feet to a post, and N 26-30 125 feet to a post corner with Nalley in Cleveland's line; hence with Cleveland S 63-30 E 1,468 feet to a post; N 29-30 E 455.3 ft. to a post, N 49-30 E 180 feet to a post and N 30-15 E 528.6 feet to a 20 inch walnut; hence S 82 E 755 feet to a white oak corner in Hurst line; hence with Hurst S 19-30 W 357 feet to a point on the North bank of the Beech Fork River; hence with the North and West banks of the River as it wanders through calls: S 76-30 W 379-1/2 feet, S 44-15 W 660 feet, S 21 W 792 feet, and S 30-30 E 33 feet to a Maple; hence leaving the river bank with

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Greenwell S 88-30 W 1,518 feet to a Beech, and N 83 W 1,029-1/2 feet by a post fence corner with Greenwell in an East line of U.S. Highway 31-E; hence with the highway N 12-45 E 184.3 feet to a highway marker, N 74-50 W 55 feet to a highway marker, N 19-15 E 197 feet, N 23-30 E 471.6 feet, N 29 E 154.7 feet, N 32-15 E 355.5 feet, N 38-15 E 257.3 feet to the beginning, containing 80.4 acres, more or less, by survey of Urban E. Schaffner, dated August 21, 1975, a copy which is attached hereto, made a part hereof and marked Exhibit A. Said leased property subject hereto shall also include any and all improvements, buildings and appurtenances placed on said real property during this lease.

Title to the above described property was derived by Landlord by virtue of the deed dated October 9, 1975, from E. E. Hubbard, Executory of the Will of Leelan P. Hubbard, and of record in Deed Book 195, Page 504, in the Clerk's Office of the Nelson County Court, Bardstown, Kentucky.

I. To have and to Hold the said real estate for a term of Ten (10) years commencing on the 1st day of July, 2012, and terminating on the 30th day of June, 2022; it being understood and agreed that this Lease shall automatically be extended for Three (3) additional, separate and successive periods of Five (5) year each, and each successive period to commence on the expiration of the term aforesaid or previous extension thereof at the same rental, upon the same terms and conditions set forth herein unless either party gives notice to the other in writing at least 180 days in advance of the expiration of the current term or any extension thereof of its intention to cancel the same. Notice to the Lessor and Lessee shall be addressed to their respective addresses as hereinabove stated.

II. Rent

The Lessee covenants and agrees to pay to the Lessor as rental on the above described premises during the term and/or any extension hereof, the sum of One (\$1.00) Dollar per year in advance of each year; the first installment being due and payable on date of execution of this Agreement and a like installment being due and payable on July 1, 2013, and all subsequent installments being due and payable on the first day of each July thereafter during the term of this agreement or any extension hereof; it is further understood and agreed, however, as follows: (a) That the Lessee shall annually, at least sixty (60) days prior to July 1, submit to the Lessor a financial statement, indicating thereon all assets and liabilities; at the end of each year after execution of this Agreement, Lessor may, at its' discretion, fix an additional rental to be paid for the next annual period, with the understanding and agreement that such rental shall be in such sums as may be mutually agreed by the Lessor and Lessee, or shall not otherwise exceed the sum of 25% of the annual gross receipts of the Lessee; such rental shall be due and payable within ten (10) days after receipt by the Lessee of written notice from the Lessor of the Lessor's determination thereof.

III. Conditions

A. the Lessee may construct, install, alter and thereafter maintain such improvements on the premises as to render the same suitable for any practical use deemed advisable by the Lessee, thereby rendering the same suitable for rental if desirable; that all such alterations, additions, and improvements in or to said premises shall be at the Lessee's expense; Lessee in making any such alterations, additions or improvements and in using and occupying the premises, shall comply with the building code and ordinance of Nelson County, Kentucky, and laws of the Commonwealth of Kentucky pertaining to such work and such use and occupancy; it being further covenanted and agreed that any additions, alterations or improvements made by the Lessee (except only movable furniture, appliances and trade fixtures) shall become and remain a part of the premises and be and remain the property of the Lessor upon termination of this Lease or the Lessee's occupancy of the entire premises.

B. The Lessee, together with its sub-lessees or tenants shall at all times conduct its occupancy of the leased premises so as not to embarrass or intimidate the Lessor and if the Lessor in its sole discretion, shall determine that the conduct of any such occupancy is embarrassing or intimidating and is permitted to continue without correction after five (5) days written notice from the Lessor to the Lessee, then in that event, the Lessor may immediately terminate this and re-enter and repossess the entire leased premises.

C. In the event that during the term of this Agreement, the lease premises shall be destroyed by fire or elements rendering the same unfit for the purpose intended, and the Lessee deems that the repair and building of the same is not economically feasible, then the Lessee may immediately terminate this Agreement and the rights herein granted, thereby releasing the other from all further obligation or responsibility of performance hereunder.

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D. It is expressly stipulated that the Lessee, in order to enjoy this lease, shall be under obligation at all times to meet, at its own expense, the legitimate demands of public agencies that are served upon the Lessor or the Lessee, nevertheless, the Lessor being under no obligation for the same, may enter upon the leased premises for the purpose of making repairs, alterations or additions which the Lessor in its sole discretion may deem advisable or necessary for the safety and/or preservation of improvements located on the leased premises, and the Lessor shall be allowed to take all material into and upon the premises that may be required to make such repairs, improvements or additions or any alteration without in any way being deemed or held guilty of any eviction of the Lessee or entitle the Lessee to maintain a set off or counterclaim for damages against the Lessor by reason of loss or interruption to the business of the Lessee because of the prosecution of any such work.

E. The Lessee, at its expense, shall at all times keep the exterior of the leased premises, together with all sidewalks and approaches in good condition and repair and keep the same clean, safe and in a sanitary condition and comply with all laws, ordinances or regulations of constituted public authority applicable thereto.

(1) The Lessee shall keep and maintain the land area in a clean, safe and sanitary condition with the grass, shrubbery and tress appropriately trimmed so that the same will be a compliment to the adjacent premises and the trees so situated on the premises shall not be cut or removed except when necessary because of damage or reasons beyond the control of the Lessee, decay or preservation of such trees, the Lessor at all times during the term of this Agreement expressly reserves the right to determine that any use made of the leased premises is inappropriate and upon notice of the Lessee of such determination, may require the Lessee to immediately terminate and cease such use thereof.

F. The Lessee shall pay all utility charges, water rents, all license fees, business taxes, property taxes (if any) and other charges accruing in connection with the leased premises or the use thereof.

G. The Lessee will indemnify and save harmless the Lessor from and against all expenses, liens, claims or damages to the property or persons which may or might arise by reason of any use of the leased premises and any repairs, alterations, improvements, additions or the maintenance thereof; the Lessee, at its expense, shall at all times during the term of this Agreement or any extension hereof, keep in force liability insurance of the benefits of the Lessee and Lessor herein and the minimum limits payable therefrom shall be \$1,000,000.00 per person and \$1,000,000.00 per accident and the Lessee shall require any tenant or sub-lease to carry similar liability insurance with a minimum sum payable of \$1,000,000.00 per person and \$1,000,000.00 per accident and the Lessee further agrees to exonerate, save harmless, protect and indemnify the Lessor and its assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of persons or damage to property in any manner connected with the use by the Lessee, or the use, maintenance and operation of any business conducted by the Lessee or any tenant or sub-lessee on the leased premises.

H. The Lessee will not assign, mortgage or encumber this Lease or the interest herein granted or permit the same to be so mortgage or encumbered.

I. In the event the Lessor is not the owner of the premises herein leased, it is understood and agreed that the within lease and the estate created hereby are subject to all terms, provisions and conditions of the Lease or other arrangements under which the Lessor occupies said premises.

J. Upon termination of the Lease, Lessee shall deliver immediate possession of said premises in at least the same good condition as received, ordinary wear and tear unavoidable damage by fire or elements excepted.

This Lease Agreement consisting of this and three preceding pages, contains the entire agreement between the parties hereto and is executed by the respective officers of the parties hereto, and on their behalf all pursuant to the authority granted by the respective governing bodies.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first above written

NELSON COUNTY, KENTUCKY

BY: _____

NELSON COUNTY FAIR BOARD, INC.

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SALT RIVER/INDUSTRIAL PARK PROPERTY SWAP

Salt River RECC has asked that the County consider a swap of properties between Salt River and Nelson County at the Industrial Park location. Option suggested was that an outright sale of the property be done as a means of reducing the County's debt load to Salt River RECC. Court members will consider this request for possible future action.

2012-13 BUDGET - DISCUSSION

Court members held lengthy review and discussion of the 2012-13 proposed budget for Nelson County. Judge Watts noted assumptions made when the budget was drafted, including anticipated added property tax income and anticipated expenses in certain areas. Suggestion has been made that there be about 3% increase in salaries; however, expected increase in health insurance must be considered when employee benefits are determined. Budget reflects expenditures related to Bull Run project, debt service, purchase of dump trucks and a garbage truck, and an added deputy sheriff position.

Various line-item entries were brought up and clarified during budget discussion. Court members will review the proposed budget for action at a later meeting.

On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the May 1 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK