

Fiscal Court Orders

July 3, 2012
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 - JUNE 5 AND JUNE 19

On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the minutes of the June 5 and the June 19 sessions of Nelson Fiscal Court as presented.

BILLS

On motion of Bernard Ice, second of Jeff Lear, 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
July 3, 2012**

Name	Memo	Account	Amount
01 General Fund			
3-D Graphics	Embroidered Logos	5105481 Uniforms	56.00
ADP	PR 061512	9100301 Payroll Processing	403.19
Ballard, Kathy	FY 12 Appeals Board	5035191 Assessment Appeals Board Fee	100.00
Bardstown Electric Supply	Ballasts	5081329 Justice Center Main Contracts	41.17
Bardstown Housing Authority	Voluntary Action Vouchers	5301515 Vol Action General Assistance	415.00
Beaven Equipment	Remove equipment - Clark vehicle	5105340 Vehicle maintenance	250.00
Bluegrass Uniforms Inc.	Uniforms- Watts	5105481 Uniforms	238.92
BNC Human Rights Commission	FY 2013 Contribution	5330399 Human Rights Commission	1,500.00
Bumper to Bumper	Logan - instrument panel	5115340 Vehicle Maintenance	188.37
Bumper to Bumper	Repairs - Larry's truck	5205340 Vehicle Expense	77.87
Cardmember	Checks (2000), postage, mailings	5040445 Treasurer Office Supplies	487.08
Cardmember	Government audit training	5040569 Treasurer Staff training	148.00
Cardmember	Trailer rental to move voting machines	5065427 Elections Supplies	180.78
Cardmember	Back-up camera system- bucket truck	5090336 Equipment repairs	384.16
Cardmember	Printer, ink cartridges	5090445 Office Expense	99.97
Cardmember	Patches	5205481 Uniforms	134.60
Central Ky Community Action	Staffing for Voluntary Action	5301315 Community Action Services	1,014.00
City of Bardstown	Voluntary Action Vouchers	5301515 Vol Action General Assistance	277.57
Conway Heaton	2013 Ford Taurus	5105723 Automobiles	22,447.77
Conway Heaton	2013 Ford Taurus	5105723 Automobiles	22,447.77
Conway Heaton	2013 Ford Explorer	5105723 Automobiles	25,297.77
County Clerk	Board of Elections April-June 2012	5065192 Election Officers Pay	350.00
Economy Pest Control	Portable toilet rental June/July 2012	5405348 Recreation Program Support	70.00
Franklin Family Chevrolet	SO 51	5105340 Vehicle maintenance	82.45
Gulf States Distributors	Taser cartridges	5105427 Supplies	157.70
Herring, David	FY 12 Appeals Board	5035191 Assessment Appeals Board Fee	100.00
Hillyard	Garbage can lids	5305411 Sr Citizens Custodial Supply	51.80
Interstate Security Systems	Quarterly alarm agreement	5105329 Bldg Main Contracts	99.00
Interstate Security Systems	Quarterly alarm agreement	5415329 Building Contract Services	69.00
J & G Equip	Vacuum shredder/blower, mowing supply	5340427 Comm Svc Supplies	294.38
Kenway	Cleaning supplies	5080411 Courthouse Custodial Supplies	345.26
Kenway	Cleaning supplies	5081411 Justice Center Custodial Supply	345.26
Kenway	Cleaning supplies	5085411 Custodial Supplies	345.26
Kenway	Cleaning supplies	5415411 Building Custodial Supplies	345.25
KMCA	FY 2013 Annual Membership	5025551 Magistrates Memberships	2,736.00
Ky Auditor	2011 Clerk Audit	9100307 Audit Services	4,429.28
Ky County Judge Assoc	Dues - FY 2013	9100551 Memberships	2,349.00
Larkin Environmental Solutions Inc	Asbestos removal and disposal	5115329 Building Main Contracts	5,600.00
Lincoln Trail ADD	Grant administration fee	5076742 Senior Citizen Center	10,000.00
Mid South Metals of Bardstown, Inc.	Horse Barn - fairgrounds	5405348 Recreation Program Support	133.20
Murphy, Gerald	FY 12 Appeals Board	5035191 Assessment Appeals Board Fee	100.00
Pat's Alterations	Uniform alterations	5205481 Uniforms	16.50
Pinkston, Lisa	Board of Elections April-June 2012	5065192 Election Officers Pay	350.00
Priority 1, Inc	Training 6/20/12 - Ice, Hutchins, Metcalfe	5025569 Magistrates Conferences	270.00
Professional Fence Company	Rent fence to demolish building	5115329 Building Main Contracts	350.00
Quill Corporation	Index labels, ink cartridges	5040445 Treasurer Office Supplies	147.90
Quill Corporation	Wrong item	5040445 Treasurer Office Supplies	(14.97)
Quill Corporation	Binder indexes	5040445 Treasurer Office Supplies	14.97
RCS	Repairs - NCHS, Coxs Creek, B'field	5135336 Equipment Repairs	1,590.79
RCS	Monthly agreement	5135336 Equipment Repairs	385.00
Salt River Electric	Voluntary Action Vouchers	5301515 Vol Action General Assistance	9,830.94

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01 General Fund (continued)

Sheriff	Board of Elections April-June 2012	5065192 · Election Officers Pay	350.00
Snap-On Tools	Refrigerant gauge	5105340 · Vehicle maintenance	149.95
Sneed, Harold	Board of Elections April-June 2012	5065192 · Election Officers Pay	350.00
Tatum Auto Supply	Air compressor installation	5090340 · Vehicle Maintenance	28.63
The Caring Place	Utility Reimbursement 11/11/11 - 05/29/12	5341399 · Domestic Victims Shelter	1,825.89
Total 01 General Fund			<u>119,838.43</u>

02 Road Fund

Asphalt Materials	Chip seal	6105447 · Dust control-chip seal oil	8,246.90
Big Three Tractor	Bush hog	6105443 · Parts	149.22
Bluegrass Seed & Fertilizer	Weed spraying - District 2; straw, Ky 31	6105431 · Fences & ROW	621.59
Bumper to Bumper	Hose, couplers	6105427 · Garage supplies	19.30
Bumper to Bumper	Truck 304, CAT roller	6105443 · Parts	18.91
Cardmember	Mailings for Pottershop Road Bridge	6103445 · Office Supplies	4.60
Econo Signs LLC	Street signs	6105469 · Signs & Posts	313.96
GBA	Printing services, ink cartridges	6103445 · Office Supplies	82.96
Humphrey Bros	Murphy Lane	6105457 · Bridge & Culvert Materials	31.40
Irving Materials Inc.	Eddie Miles Rd	6105457 · Bridge & Culvert Materials	3,895.75
Kenway	Cleaning supplies	6105427 · Garage supplies	345.25
Kimball Midwest	Cleaner, sealant, threadlock	6105427 · Garage supplies	164.99
KY Concrete	Murphy Lane	6105457 · Bridge & Culvert Materials	245.00
Limestone Farm Lawn	JD Tractor	6105443 · Parts	148.08
Mago Construction	Water Plant Ln	311 03 · District 3	13,933.36
Mago Construction	CB 06 - Shady Lane	311 07 · State Bond Projects	40,836.68
Mago Construction	City funds - Bloomfield - FD39	311 07 · State Bond Projects	28,875.25
Norman, David	Boot allowance	6105481 · Uniforms	75.00
Salt River	Set pole - Enterprise Way	6105469 · Signs & Posts	135.00
Smith-Manus Surety Bonds	Encroachment permit bond	6105551 · Dues & licenses	101.80
Tatum Auto Supply	Crimps	6105427 · Garage supplies	20.65
Tatum Auto Supply	Mechanics truck, Ford truck	6105443 · Parts	155.47
Total Truck Parts, Inc.	Grease remover	6105427 · Garage supplies	38.04
Total 02 Road Fund			<u>98,459.16</u>

03 Jail Fund

Clems	Food	5101425 · Food	1,635.75
Flowers Baking Co	Bread	5101425 · Food	301.91
Interstate Security Systems	Fire alarm inspection agreement	5101329 · Building Main Contracts	950.00
Interstate Security Systems	Quarterly alarm agreement	5101329 · Building Main Contracts	248.00
KY Cavern Water	Water	5101445 · Office Supplies	36.93
Landmark Sprinkler	Annual inspection of sprinkler system	5101329 · Building Main Contracts	130.00
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,048.28
Securus	Phone cards	5101428 · Canteen Inventory	1,264.60
Simplex Grinnell	Annual inspection/service fire extinguishers	5101329 · Building Main Contracts	208.00
W W Grainger	Security bit set	5101329 · Building Main Contracts	88.25
Total 03 Jail Fund			<u>5,911.72</u>

04 LGEA Fund

Mago Construction	Seminole	6105405 · Hot and cold mix	2,517.91
Total 04 LGEA Fund			<u>2,517.91</u>

09 Ambulance Fund

Alpha Source, Inc.	Radio batteries	5140339 · Radio Maintenance & Repairs	457.60
Beaven Equipment	Sq 31 34 36 41	5140340 · Vehicle Maintenance & Repairs	740.00
Beaven Equipment	Sq 31 36 41	5140443 · Vehicle Parts	1,739.67
Cardmember	Sq 35 - battery	5140443 · Vehicle Parts	130.99
Cardmember	Paper, ink, printer, chair, postage	5140445 · Office Supplies	977.90
Cardmember	Sirens - reimbursed by City of B'town	5140599 · Miscellaneous	372.73
Conway Heaton	Sq 39	5140340 · Vehicle Maintenance & Repairs	147.00
Conway Heaton	Sq 39	5140443 · Vehicle Parts	47.72
Galls	Vehicle parts	5140443 · Vehicle Parts	170.94
Galls	Mag light/ chargers	5140550 · Medical supplies & Materials	410.92
Lincoln Trail Health Dept	Employee medical	5140549 · Employee Medical	150.00
M Rugged Mobile	Computer supplies	5140336 · Equipment Maintenance & Repairs	754.06
Med Tech Medical Services	Cot supplies	5140336 · Equipment Maintenance & Repairs	549.52
Parr Public Safety Equipment	Flasher lights, battery pack	5140443 · Vehicle Parts	172.00
Sun Solutions Tint Company LLC	Sq 39	5140443 · Vehicle Parts	325.00
Tatum Auto Supply	Medic 2	5140443 · Vehicle Parts	123.99
Total 09 Ambulance Fund			<u>7,270.04</u>

Total

\$ 233,997.26

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Nelson County Fiscal Court FY 2012 Bills Paid for Court Approval

Name	Memo	Account	Amount
01 General Fund			
City of Bardstown - Vol Action	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	\$ 417.74
City of Bardstown	Cable connection fee - Sr Center	5305578 · Sr Center Utilities	107.00
Rogers, Justin	Contract labor - painting	5081329 · Justice Center Main Contracts	288.00
IDville	ID maker/supplies	5105336 · Equipment Repairs	873.58
Ky Bldg Inspectors	Building Inspector Certification- Cambron	5115551 · Dues & Certifications	50.00
Petty Cash- Code Enforcement	Postage, mailings	5115445 · Office Supplies	39.93
Total 01 General Fund			1,776.25
02 Road Fund			
Lasco	Filter	6105427 · Garage supplies	7.24
Lawson Products	Garage supplies	6105427 · Garage supplies	225.79
Less discount			(2.27)
Livers Body Shop	Repair Osburn vehicle	6105537 · Property damage claims	508.66
Mago Construction	Humphrey Lane	6105 311 03 · District 3	8,313.24
Mago Construction	Piper Drive	6105 311 03 · District 3	14,082.60
Truck Parts & Service	Trailer and harness cable, paint, fittings	6105427 · Garage supplies	125.53
Total 02 Road Fund			23,260.79
03 Jail Fund			
Bluegrass Uniforms Inc	Uniforms	5101481 · Uniforms	1,153.55
Bob Barker	Laundry cart	5101437 · Linens	279.19
Burton, Christina	Wages	5101103 · Deputies Salaries	190.40
Etown Laundry	Wash cloths, pillowcases, sheets, towels	5101437 · Linens	384.25
IDville	ID maker/supplies	5101445 · Office Supplies	873.57
Rogers, Justin	Contract labor	5101329 · Building Main Contracts	332.00
Total 03 Jail Fund			3,212.96
09 Ambulance Fund			
IDville	ID maker/supplies	5140336 · Equipment Maintenance & Repairs	873.58
Total 09 Ambulance Fund			873.58
TOTAL YEAR END BILLS PAID, FISCAL YEAR 2012			\$ 29,123.58

**NELSON COUNTY FISCAL COURT
PAID BILLS FOR COURT APPROVAL
FY 2013**

Fund/Vendor	Description	Account	Amount
BMS LLC various funds	HRA deposits - FY 2013	9400205 · Employee Health Insurance	\$ 10,850.00
Ky Employers Mutual Ins various funds	Installment payment	9400209 · Workers Comp insurance	43,022.15
Wells Fargo general fund	FY 2013 Coverage - 50% installment	9100521 · County insurance	71,202.99
TOTAL PAID BILLS			\$ 125,075.14

Nelson County Fiscal Court PIC Bills for Court Approval July 3, 2012

Name	Memo	Account	Amount
13 Solid Waste Fund			
A Plus Fire & Safety	Fire extinguishers, inspections	5215427 · Garage supplies	\$ 361.07
Clark, Robert	Employee medical	9400547 · Employee Medical/WC Claims	10.00
Tatum Auto Supply	Ramp springs	5215548 · Dead Animal Program Expense	44.97
Tatum Auto Supply	Refrigerant, flashlight, valve/hose	5215427 · Garage supplies	139.93
Tatum Auto Supply	Trucks 406, 412	5215443 · Parts	444.94
U S Postal Service	Postage - delinquent mailings	5215445 · Office Supplies	225.00
Total 13 Solid Waste Fund			1,225.91

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15 Landfill Fund

A Plus Fire & Safety	Fire extinguishers, inspections	5210427 · Main supplies	361.08
Ateo	Temtrol	5210427 · Main supplies	209.88
Bluegrass Seed & Fertilizer	Weed killer	5210334 · Building Maintenance	49.50
Cardmember	Internet equipment & svc	5210578 · Utilities	69.95
Cardmember	Landfill Engineer license renewal	5210551 · Dues & Memberships	150.00
Cintas First Aid & Safety	First aid supplies	5210594 · Crew Safety Equipment	22.92
Citation Equipment	Steam-off	5210427 · Main supplies	231.95
Hillyard	Battery pack for hand dryer	5210329 · Maintenance Contracts	26.31
Interstate Security Systems	Quarterly alarm agreement	5210329 · Maintenance Contracts	99.00
Scott-Gross Co	Torch supplies	5210427 · Main supplies	38.71
Tatum Auto Supply	Filters, wrench, hose, hooks, fittings	5210443 · Parts	151.35
Total 15 Landfill Fund			1,410.65

97 PIC

Kenway	Cleaning supplies	5082411 · SOB Custodial Supplies	345.26
Total 97 PIC			345.26

\$ 2,981.82

SENIOR CENTER

Judge Watts opened discussion of problems that have been encountered with Kleinholter Construction and disputes between that contractor and subcontractors. John Kelley told Court members that at least four mechanics liens have been filed and there are several other unpaid subcontractors. Unpaid amounts exceed amount of monies left to be paid by the county; however, there is dispute between contractors about some of the amounts. The County Attorney recommended that legal process be started whereby the County pays money it owes into the Court system, with various parties' payouts to be settled through the Court system. On motion of Jeff Lear, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Attorney to file suit, with money left for payment to the contractor to be used to pay Court costs and to be turned over to the Court for distribution to various subcontractors as the Court sees fit.

Brad Spalding went over a few items on his "punch list" of things that need to be addressed at the Senior Building. a) There is a drip from the roof that has been attributed to insulation having gotten wet during a time when air conditioning unit was improperly sealed. It is believed that this problem will be alleviated when insulation dries out, probably in a short period of time; b) Seals need to be installed on sinks; c) Rear door does not shut properly--these are a few of the items noted by Spalding. Performance bond is held by the County on this project; suggestion from County Attorney was to go ahead with procedure using Spalding's punch list. As suggested by Spalding, a meeting will be held with the bonding company.

DEPARTMENT REPORTS

****ROAD DEPARTMENT**

ON-GOING - County Engineer Jim Lemieux reviewed regular maintenance work now being done by Road Department personnel, including bushhog work and, as staff is available, boom mowing, near completion of chip sealling,

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work on Hardin Leslie Rd. slide, and culvert work on various roads.

POTTERSHP ROAD BRIDGE - Bids for reconstruction of a Potter-shop Rd. bridge follow:

Nelson County Fiscal Court	
Pottershop Road Bridge Crossing Mill Creek Project # 2010-NC-008	
Bid Opening 06/25/12 10:00 A.M.	
Contractor	Bid Amount
Salsman Brothers, Inc. Bardstown, KY	NO BID
Hornback Construction Hodgensville, KY	\$182,900.00
Scott & Murphy, Inc. Bowling Green, KY	\$ 191,740.00
Engineer's Estimate (01/23/12) Bridge Construction Guardrail - by others	\$200,700.00 \$14,000.00

note: Prices above do not include NCRD work to construct new Bridge approaches such as labor & material -rock fill, asphalt roads, etc.

On motion of Sam Hutchins, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to award the contract for reconstruction of the Pottershop Rd. bridge to Hornback Construction at \$182,900.00 as bid.

FLEX FUNDS - On motion of Keith Metcalfe, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to apply a portion of the 2012-13 State flex road funds to Eddie Miles Rd.:

Nelson County Fiscal Court

2012 Paving Estimates as of
District 1, Keith Metcalfe

08/27/12
Asphalt @ \$69/ton per MAGO Bid - June 2012

Road Name	Inspection date comments	Funding Source Funded?	Location to be Paved	LF ft	width ft	cubes/ac	depth IN	Patching Wedging Rec'd	tons	cost/ton current	County Funds FY 2011-12 (est/total)	KYTC RS Funds (est/total)	OTHER Roads	Date Complete
									0.00					
									0.00					
									0.00					
Eddie Miles Road	01/09/12	KY RS Funds County Funds	Jim Clark to Station 75+00 (going west) Stat: 75+00 to KY 247	7500 5350 12650	18 18		1.25 1.25		1088.84 735.63	\$69.00 \$69.00	\$75,108.36 \$69,756.13	\$75,108.36		
									0.00					
									0.00					
Big Lick Hollow Road	08/27/12	County	KY 247 to end of pavement Note: chip seal road length = 2110 LF	2700	14		1.25		286.75	\$69.00				
									0.00					
									0.00					
OTHER ROADS Checked														
Clarktown Road	01/03/11 worse than Jim Clark Rd		KY 46 towards Red Bud- 4500 LF Red Bud -500 ft to Red Bud DR(Mel Lane) to Melod Melody Dr to KY 467	4530 4750 3300	17 17 17		1.25 1.25 1.25		586.84 616.84 426.54	\$69.00 \$69.00 \$69.00			Paved 2011	10/21/11
St. Thomas Lane	01/03/11 not req'd yet		UK31E to End	4310	18		1.25		582.63	\$69.00				\$40,801.13
Tolgate Road	08/19/11		Ky 52 to End	5500	14		1.25		588.19	\$69.00				\$40,885.42
New Hope - Church Street		County	KY 457 to Shenley Ave Shenley Ave to End - Cap seal	520 610	20 14		1.25 1.25		surface surface					
Terpen Lane	08/24/10 not req'd yet		KY 49 to End - Req by K Metcalfe (inspected 08/24/10 does not need work)	4500	14		1.25		surface					
Pacton Road		County	Asp Joint(- 1.1 mile from Locatow Rd) to Rolling Fork Ch. Rd	3450	16		1.25		421.67	\$69.00				\$29,085.00
miles														
TOTAL											\$70,681.56	\$75,108.36		

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**LANDFILL/SOLID WASTE
AGREEMENT - MARION COUNTY

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of July,
2012, by and between the County of Nelson, Kentucky acting by and through the
Nelson Fiscal Court, its legislative body, One Court Square, Bardstown, Kentucky 40004,
(hereinafter "Nelson County"), and the County of Marion, Kentucky, acting by and through the
Marion County Fiscal Court, its legislative body, Courthouse, 223 North Spalding Avenue,
Lebanon, Kentucky 40033 (hereinafter "Marion County");

WITNESSETH:

PURPOSE AND INTENT

The purpose of this Solid Waste Disposal Agreement (hereinafter "Agreement") is to cooperatively provide the citizens of Marion and Nelson Counties an environmentally safe and cost efficient method and site for the management and disposal of solid waste. The intent of this Agreement is that Nelson County will own and operate a state approved and permitted landfill and will accept for disposal any and all solid waste generated in Marion County which may be disposed of at a landfill site pursuant to Kentucky Revised Statutes or administrative regulations and it is further the intent of this Agreement that Marion County will utilize the Nelson County landfill to dispose of all said solid waste generated within Marion County's boundaries.

OBLIGATIONS OF NELSON COUNTY

1. Nelson County shall operate the Nelson County Solid Waste Disposal Facility in accordance with applicable state regulations;
2. Nelson County shall provide adequate permitted and constructed space in the contained landfill to accommodate the proper disposal of the solid waste generated over a five (5) year period within Marion County in addition to the space necessary for Nelson and any other participating county, based on the state approved solid waste management plans of each participating county;
3. Nelson County shall provide similar adequate space for each following five (5) year projection in the event that the term of this Agreement is renewed;
4. Nelson County shall accept for disposal any and all solid waste of the kind normally permitted to be deposited in contained landfills which is delivered from Marion County. Acceptance of Marion County's solid waste shall be governed by the same rules and regulations which have been adopted and exist at the time of the initiation of this Agreement and which are applicable to solid waste delivered from within Nelson County to said landfills;

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5. Nelson County shall charge fees for acceptance of Marion County generated solid waste as set by the Nelson County Solid Waste Ordinance and not exceed 105 percent of the fee charged for similar Nelson County generated solid waste during the term of this Agreement and any renewals thereof after;
6. Nelson County shall account for landfill related expenses and income in a landfill fund separate and distinct from other county funds so as to accurately gauge the cost thereof and to accurately set the fees required therefore. The expenses and income of any recycling program shall also be accounted for individually within the landfill fund. Nelson County shall further provide to Marion County upon request with a financial statement detailing revenues and expenses for the preceding year.

MARION COUNTY OBLIGATIONS

1. Marion County shall deliver, or direct the delivery of, all solid waste collected within Marion County, other than recyclable materials or construction demolition debris which Marion County elects to dispose of by other means, to the Nelson County Solid Waste Disposal Facility, said delivery to be in compliance with applicable federal and state laws and regulations and Nelson County ordinances and regulations in effect at the time of execution of this Agreement;
2. Solid Waste shall be defined as any garbage, refuse, sludge and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining (excluding coal mining waste, coal mining by-products, refuse and overburden), and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges. The following is a list, but not limited to, of solid wastes:
 - a. Commercial solid waste – solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment.
 - b. Residential solid waste – solid waste resulting from the maintenance and operation of dwelling units.
 - c. Special waste – waste resulting from a high volume and low hazard.
 - d. Sewage Treatment Plant Residues – wastes generated from the sewage treatment process.
3. Marion County shall pay to, or direct the payment to, Nelson County the fees referred to herein no less often than once each month;

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4. Marion County shall maintain county-wide mandatory garbage collection service and said provision being required by Nelson County and accepted by Marion County to protect Nelson County from having to make debt service payments on the capital costs attributed to the provision of contained landfill space for the projection Marion County solid waste volume. Said mandatory collection shall be continued through the term of this Agreement and any renewals thereof.

UNFORSEEN EVENTS

Nelson County assumes full responsibility for obtaining state approval of permits for the construction and operation of its new contained landfill. However, this Agreement shall be null and void in the event that Nelson County is unable to acquire the necessary permits for said contained landfill due to extraordinary circumstances beyond the control of Nelson County which could not have reasonably been foreseen by Nelson County.

ASSUMPTION OF LIABILITY BY NELSON COUNTY

Nelson County assumes sole responsibility for assuring that operation of its contained landfill shall remain in compliance with all federal and state regulations. Nelson County does further assume sole responsibility for any and all environmental or ground water contamination problems created as a result of the improper operation of its contained landfill and will indemnify and forever hold harmless Marion County against any and all of such claims and damages and defense costs thereof which hereafter may at any time be instituted against Marion County as a result of the operation of the contained landfill by Nelson County.

ASSUMPTION OF LIABILITY OF MARION COUNTY

Marion County is responsible for the proper collection of its solid waste. Marion County shall be liable for any environmental contamination which may occur as a result of its collection and disposal of solid waste not legally permitted for the landfill space covered by this Agreement.

TERM OF AGREEMENT

The term of this Agreement shall extend from the date of its execution through June 30, 2017. The Agreement shall be automatically renewed for up to three (3) additional terms of five (5) years each unless either party gives the other six (6) months advanced written notice of its decision not to renew same.

TERMINATION

This Agreement may be terminated by either party during the initial or subsequent five

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(5) year term by giving the other party six (6) months advanced written notice under the following conditions:

1. Should Nelson County terminate the Agreement, it shall pay to Marion County any additional costs Marion County incurs to dispose of its solid waste during the balance of the then current five (5) year term, including the difference in disposal costs, as well as travel and incidental expenses. Alternatively, Nelson County shall find an alternate site for disposal that is acceptable to Marion County.
2. Should Marion County terminate the Agreement, it shall pay to Nelson County a percentage of the then current debt service payments equal to the percentage of landfill space constructed for Marion County during the balance of the then current five (5) year term; or find an alternate customer for the said space that is acceptable to Nelson County.

LITIGATION

The parties agree that either may sue or be sued in the event that a dispute which can not be amicably resolved arises as a result of this Agreement. The parties further agree that the terms of this contract shall be governed by the laws of the Commonwealth of Kentucky and that any litigation arising from this Agreement shall be commenced in an impartial venue which the parties agree shall be the Hardin Circuit Court and each of the parties hereto voluntarily submit themselves to the jurisdiction of said Court for this limited purpose.

SUCCESSORS

This Agreement shall be binding on the parties hereto, their successors, assigns and agents.

CAPTIONS

The captions and headings of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience and reference. Such captions are not part of this Agreement and shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of this Agreement.

FINAL AGREEMENT

This Agreement reflects the final agreement reached by Nelson County and Marion County regarding the issues set out herein. No oral statements will be allowed to alter or change the terms set forth in this written Agreement. Any modifications of said Agreement must be made in writing and signed by the respective parties hereto.

SEVERABILITY

If one provision of this Agreement is held invalid, that shall not affect the validity of any

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other provision of this Agreement. ADOPTED by the Nelson Fiscal Court on the 3RD day of July, 2012; and executed this 3RD day of July, 2012

COUNTY OF NELSON

Dean Watts
DEAN WATTS, NELSON COUNTY JUDGE/EXECUTIVE

ATTEST:
BY James O'Neil
NELSON COUNTY COURT CLERK

ADOPTED by the Marion County Fiscal Court on the 3RD th day of MAY, 2012, and executed this 3RD day of MAY, 2012.

COUNTY OF MARION

John G Mattingly
JOHN G MATTINGLY, MARION COUNTY

JUDGE/EXECUTIVE
ATTEST:
BY Karen Spalding
MARION COUNTY COURT CLERK

The foregoing agreement is accepted and approved on motion of Jeff Lear, second of Jerry Hahn and by affirmative vote of all Court members.

ON-GOING - Brad Spalding noted holiday schedule in place this week; he also expressed appreciation to Road Dept. employees who filled in at landfill during recent time when help was needed.

****EMS**

Joe Prewitt presented regular monthly report:

07-02-2012

Monthly EMS Run Totals
As of June 2012

Areas	Monthly Completed Runs	Monthly Non-Transport	Monthly Total Calls	Year-To-Date Calls	Monthly Charges	Year-To-Date Charges	Average Charge per Run
Bardstown Area	352	59	411	5330	\$ 245,229.55	\$ 3,284,607.85	\$ 616.25
Bloomfield Area	21	4	25	336	\$ 17,511.90	\$ 191,730.50	\$ 570.63
New Haven Area	9	8	17	320	\$ 6,855.35	\$ 171,806.40	\$ 536.90
Boston Area	8	4	12	150	\$ 4,746.45	\$ 88,765.25	\$ 591.77
Cox's Creek Area	10	2	12	184	\$ 7,205.35	\$ 81,362.80	\$ 442.19
TOTAL	400	77	477	6320	\$ 281,548.60	\$ 3,818,272.80	\$ 604.16
Average Per Day	13.3	2.6	15.9	17.3	\$ 9,384.95	\$ 10,461.21	
Collections						\$ 1,902,108.00	
Collection Per Run						\$ 307.65	
Cost Per Run						\$ 355.25	
Difference						\$ (47.60)	
Previous Year 2011	Totals		528	5983	\$ 319,207.40	\$ 3,207,606.85	
Previous Year Difference			-51	357	\$ (37,658.80)	\$ 610,666.95	
Previous Year 2010	Totals		478	6185	\$ 266,350.00	\$ 3,175,179.00	
Difference From Current Year			1	135	\$ 15,198.60	\$ 643,093.80	
Previous Year 2009	Totals		560	5784	\$ 295,419.00	\$ 3,119,699.00	
Difference From Current Year			83	536	\$ (13,879.40)	\$ 698,573.80	
Previous Year 2008	Totals		437	5708	\$ 254,536.00	\$ 3,029,955.00	
Difference From Current Year			40	612	\$ 27,012.60	\$ 788,317.80	
Previous Year 2007	Totals		455	5571	\$ 211,558.00	\$ 2,817,488.00	
Difference From Current Year			22	749	\$ 69,990.60	\$ 1,000,784.80	

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GRANT APPLICATIONS -- LTADD ADMINISTRATION - Joe Prewitt told Court members that staff is working diligently on Homeland Security grant applications; however, this funding is very competitive and hurdles are being put out via the application process, e.g., a required environmental impact study of tower sites, etc. Discussion was held concerning SEC mandates and ways local agencies are trying to prepare to comply with those unfunded mandates.

Related to Homeland Security grants, on motion of Sam Hutchins, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Judge-Executive to sign a professional services contract with LTADD for grant award as described:



613 College St. Rd.
P.O. Box 604
Elizabethtown, KY 42702
Phone: 270-769-2393
Fax: 270-769-2993
TDD: 800-247-2510
Equal opportunity
employer M/F/D

MEMORANDUM

To: Kentucky Office of Homeland Security 2011 Grant
Award Recipients - Regional Radio

From: Janice Rawson, Public Administration Specialist

Date: June 26, 2012

Subject: Award Process

The Lincoln Trail Area Development District has received the Kentucky Office of Homeland Security (KOHS) contracts that will enable us to proceed with the acquisition of equipment awarded through the 2011 funding cycle.

In an attempt to streamline the process, realize some economy of scale and save much time and effort on the part of each recipient, we propose to bid out the entire project through LTADD. This would include, checking in all equipment purchased, creating closeout files complete with pictures, invoices, serial numbers and all criteria established through the State KOHS office. Upon completion, equipment would then be distributed to recipients.

As you are aware, KOHS does not allow administrative costs to be part of a grant project and unfortunately LTADD is not in a position to provide these services at no cost. Therefore, we respectfully request that consideration be given to the enclosed administrative contract.

Nelson County's award is as follows:

Grant #11-106
Nelson Co. EMS-2 units-TK 5710 Kenwood Dual Head Mobile Radio-cost = \$3,577.00 ea.
Nelson Co. Sheriff-5 units-TK 5720 Kenwood Mobile Radio-cost = \$1,360.00 ea.
Nelson Co. Fire Departments (7 departments/1 unit each)-7 units-TK 5720 Kenwood Mobile Radio-cost = \$1,360.00 ea.
Grant award total = \$23,474.00

Based on a total award amount of \$23,474.00, the administrative fee for your project is \$750.00.

If you have questions or need more information, please do not hesitate to contact me.

Nelson County 2011 Homeland Security Award Summary

11-106: Lincoln Trail Regional Communications Project: Radios 2011

Nelson County EMS
2 units: TK 5710 Kenwood Dual Head Mobile Radio
Cost = \$3,577.00 each
Total = \$7,154.00

Nelson County Sheriff
5 units: TK 5720 Kenwood Mobile Radio
Cost = \$1,360.00 each
Total = \$6,800.00

Nelson County Fire Departments (7 departments/1 unit each)
7 units: TK 5720 Kenwood Mobile Radio
Cost = \$1,360.00
Total = \$9,520.00

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PROFESSIONAL SERVICES CONTRACT

NELSON COUNTY, KY AND LINCOLN TRAIL AREA DEVELOPMENT DISTRICT

Parties

This Agreement for professional services is by and between the Fiscal Court of Nelson County, KY (hereinafter called the "Grant Sub-Recipient") acting herein by Dean Watts, County Judge Executive, hereunto duly authorized and Lincoln Trail Area Development District (hereinafter called the "Grant Recipient" "LTADD"), acting herein by Wendell C. Lawrence, Executive Director, hereunto duly authorized;

Deliverables: Grant Sub-Recipient shall enhance interoperable communication capabilities through the purchase of radio equipment.

Scope of work

Grant Recipient shall use this grant solely for the purchase of radio equipment not to exceed a total of \$23,474.00.

1. Items shall be purchased from the state price contract or by the competitive bid process.

The Kentucky Office of Homeland Security requires that all Grant Recipients and Sub-Recipients adhere to the obligations listed below. Your signature on this contract enables LTADD to administer this grant on your behalf and provides your written assurance of compliance to the following:

- Verification that all agencies benefiting from requested dollars have Mutual Aid Agreements in place with KSP.
- Grant Sub-Recipient must be in compliance with A-133 "Audits of States, Local Governments and Nonprofit Institutions". Equipment will only be released to Grant Sub-Recipients who are in compliance with the Single Audit requirements.
- Grant Sub-Recipients, indicate compliance with the following:
 - Property Control Plan
 - NIMS Compliance
 - Mutual Aid/Interoperability Memorandum of Understanding with KSP
 - Compliance with 44 CFR Part 13
 - Civil Rights Laws and Regulations
 - Title VI of the Civil Rights Act of 1964, as amended, 42.U.S.C. §2000 *et. seq.*
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §1681 *et. seq.*
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794
 - The Age Discrimination Act of 1975, as amended, 20 U.S.C. § 6101 *et. seq.*
 - Services to Limited English Proficient (LEP) Persons
 - Copeland "Anti-Kickback" Act
 - Drug-free Workplace Act, as amended, 41 U.S.C. § 701 *et. seq.*
 - Environmental Standards
 - Equipment Marking
 - Federal Debt Status
 - Federal Energy Policy Legislation
 - Fusion Center
 - Hatch Act
 - Hotel and Motel Fire Safety Act of 1990
 - Integrating Individuals with Disabilities into Emergency Planning
 - HSPD-8: National Preparedness
 - National Preparedness Reporting Compliance
 - National Response Plan (NRP)
 - Non-supplanting Requirement
 - Preference for U.S. Flag Carriers
 - Protected Critical Infrastructure Information
 - Royalty-free License
 - National Information Exchange Model
 - Geospatial Guidance
 - 28 CFR Part 23 Guidance
 - Best Practices for Government Use of CCTV

Distribution of equipment will not take place without compliance assurance.

The LTADD will purchase all equipment from the State Price Contract or Competitive Bid Process

The LTADD will verify that a vendor is not on the Federal Excluded Parties Listing prior to executing a purchase. This information will be verified at www.epls.gov.

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The LTADD will check in equipment and mark it appropriately.

The LTADD will advise sub-recipients when equipment is available.

The LTADD will request reimbursement for all purchases on behalf of sub-recipients.

The LTADD will prepare and submit inventory, quarterly reports and all project closeout documentation.

Compensation

For the above Scope of Services the County shall pay LTADD a fee of \$750.00.

Payment Documentation

An invoice from LTADD shall support the request for payment.

Amendments

The terms and conditions of said agreement can only be extended or amended upon written approval of LTADD and the Grant Sub-Recipient.

Address of Notices and Communications

Dean Watts
Judge Executive
Nelson County Fiscal Court
P.O. Box 578, 1 Court Square
2nd Floor
Bardstown, KY 40004

Wendell C. Lawrence
Executive Director
Lincoln Trail Area Development District
P.O. Box 604
613 College Street Road
Elizabethtown, Kentucky 42702-0604

Captions

Each paragraph of this Agreement has been supplied with a caption to serve only as guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

Authorization

NELSON COUNTY FISCAL COURT



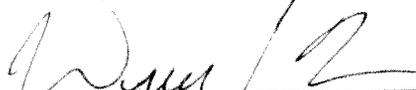
Dean Watts, Judge Executive



Attest

Date: 7-3-12

LINCOLN TRAIL AREA
DEVELOPMENT DISTRICT



Wendell C. Lawrence, Executive Director

Attest

Date: 6/27/12

**JAIL

Dorcas Figg presented her regular jail report as follows:

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NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	In House
JUNE						
Wed 20	116	4	0	32	3	109
Thur 21	117	4	0	34	3	110
Fri 22	113	3	0	35	3	107
Sat 23	117	3	0	35	1	113
Sun 24	112	3	0	35	2	107
Mon 25	117	3	0	36	3	111
Tue 26	114	3	0	36	4	107
Wed 27	107	3	0	32	4	100
Thur 28	104	3	0	31	5	96
Fri 29	105	3	0	27	4	98
Sat 30	101	3	0	27	3	95
JULY						
Sun 01	100	3	0	27	2	98
Mon 02	101	3	0	27	3	95
Tue 03	104	3	0	27	3	98

STATEMENT REQUESTING CAUTION - FIRE

State of Caution and Awareness

Due to excessive dryness and fire hazard conditions, I hereby ask all Nelson County Residents to refrain from open burning in all areas of Nelson County.

A lack of rain in recent weeks has produced dry conditions in all areas of the county, posing an increased risk of damage from wildfires.

All firework displays should be supervised by professionals.


Dean Watts
Nelson County Judge Executive

ORDINANCE REGULATING FIRE PREVENTION (FIRST READING)

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinance. Said proposed ordinance was read in open Court in resume form and a full copy of the proposed ordinance is as follows:

AN ORDINANCE: PERTAINING TO PUBLIC HEALTH, SAFETY, AND WELFARE; REGULATING OPEN BURNING DURING PERIODS OF FIRE DANGER; PROVIDING A PENALTY FOR VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

Pursuant to Kentucky Revised Statutes 149.401 a city or country has the authority to enact an ordinance banning all open burning during periods of extraordinary forest fire hazard or fire occurrence.

NOW THEREFORE, BE IT ORDAINED by the Fiscal Court of the County of Nelson, Kentucky, that this ordinance shall be known as the Fire Prevention Ordinance.

SECTION A

Whenever the Division of Forestry of the Commonwealth of Kentucky notifies the county that an extraordinary fire hazard exists in the county, the County Judge/Executive shall proclaim such condition to exist in the county.

SECTION B

When a proclamation as provided for in division (A) of this section has been issued, the

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County Judge/Executive may by Executive Order ban the lighting or maintaining of an open fire and/or ban the use of any fireworks as defined in KRS 227.700 at any location in the county while such proclamation is in effect.

SECTION C

Notice of the Executive Order provided for in division (B) of this section shall be published in the newspaper of largest bona fide circulation in the county.

SECTION D

Any person who violates any provision of this ordinance shall be guilty of a misdemeanor and shall, upon conviction, be fined not more than \$500.

The provisions of this ordinance are severable and if any provisions or part thereof shall be held invalid or unconstitutional or inapplicable, it shall not affect or impair the remaining provisions of this ordinance.

This ordinance shall become effective upon final publication.

After a first reading, motion was made by Bernard Ice, second by Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED that legal notice advertising the second reading and possible adoption of the proposed ordinance be published in The Kentucky Standard in accordance with Kentucky statute.

BUILDING DEMOLITION

Jim Lemieux reported that Larkin Environmental has completed removal of transite materials from the Old Code Building; metal was salvaged and sold by the County through Waddell Recycling for \$300 (contractor left that material for disposal by the County due to Waddell's begin closed at the time of demolition). County will begin taking this building down on July 9.

LEASE AGREEMENT - FABS

The following agreement (Old Library Building) is approved on motion of Keith Metcalfe, second of Sam Hutchins, and by affirmative vote of all Court members:

This LEASE AGREEMENT, made and entered into this the 3 day of

July, 2012, by and between -

COUNTY OF NELSON, KENTUCKY, a governmental body located in the county of Nelson, State of Kentucky, with post office address at 1 Court Square, Bardstown, Kentucky 40004, acting herein by and through the Nelson Fiscal Court, hereinafter designated LESSOR, and

FINE ARTS OF BARDSTOWN SOCIETY, INC. (FABS), with post office address at _____ Court Square, Bardstown, Kentucky 40004, hereinafter designated LESSEE,

WITNESSETH:

Lessor does hereby let and lease unto the Lessee under the terms, conditions and duration

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set out below, the following described property, to-wit:

Being first floor of the Old Library building, located on Court Square, in Bardstown, Kentucky. Lessor retains the right to enter the leased premises to access other areas retained by Lessor.

I. To Have and to Hold the said real estate for a term of one (1) year commencing on the 1st day of July, 2012, and terminating on the 30th day of June, 2013.

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 Five Hundred Dollars(\$500.00) per month; the first installment being due and payable on July 1st, 2012, and all subsequent installments being due and payable on the first day of each month thereafter during the term of this agreement.

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, provided Lessee obtains prior written approval by Lessor, 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 ordinances of Nelson County, Kentucky, and laws of the Commonwealth of Kentucky 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 building 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, shall at all times conduct its occupancy of the leased premises in a safe and proper manner in accordance with applicable law, rules and regulations.

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 Lessor deems that the repair and rebuilding of the same is not economically feasible, then the Lessor may immediately terminate this Agreement and the rights herein granted, thereby releasing the other from all further obligation or responsibility of performance hereunder.

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 alterations 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 shall keep and maintain the land area in a clean, safe and sanitary condition with the grass, shrubbery and trees 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 impose reasonable rules on the use and operations of Lessee on the premises. Lessee shall empty trash, and keep premise clean at all times.

F. The Lessee shall pay all utility charges, water rents, all license fees, business taxes, 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

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Agreement or any extension hereof, keep in force liability insurance for 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 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 cost 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. Lessor shall be named as an additional insured. Lessor shall maintain hazard insurance, all peril, with extended coverage, on the building(s) and other improvements on the premises. Lessee shall be solely responsible for obtaining hazard insurance on its property and/or improvements.

H. The Lessor shall provide all building maintenance, including roof, parking, HVAC (first floor only), and electrical.

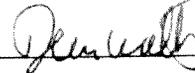
I. The Lessee will not assign, sublet, mortgage or encumber this Lease or the interest herein granted or permit the same to be so mortgage or encumbered.

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 accepted.

This Lease Agreement consisting of this and two preceding pages, contains the entire agreement between the parties hereto and is executed by the respective officers of the parties hereto.

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

NELSON COUNTY, KENTUCKY

BY: 

FINE ARTS OF BARDSTOWN SOCIETY, INC.
(FABS)

BY: _____

TRAINING SESSION - STATE AUDITOR

Judge Watts informed Court members of a session to be conducted by the Office of the State Auditor (Adam Edelen) regarding efforts to institute accountability by special districts or any tax-funded entity within the State, session to be held on July 24

OLD SENIOR BUILDING TO EDDIE NICHOLS

On motion of Keith Metcalfe, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following contract between the County of Nelson and Eddie Nichols for purchase of the Old Senior Citizens Building and to authorize the County Judge-Executive to sign the contract:

This CONTRACT made and entered into this 3 day of

July, 2012, by and between -

THE COUNTY OF NELSON, whose post office address and residence is 1 Court Square, Bardstown, Kentucky 40004, hereinafter referred to as SELLER, and

EDDIE NICHOLS, whose post office address and residence is 916 Lutheran Church Road, Kentucky 40004, hereinafter referred to as PURCHASER,

WITNESSETH:

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That for and in consideration of the mutual promises and covenants of the parties hereto and herein contained, SELLER agrees to convey and the PURCHASER agrees to purchase and pay for, upon and under the terms and conditions of this contract, the following described tract of land, to-wit:

A certain lot of land in Bardstown, Kentucky having a frontage of 50 feet on the East side of Fourth Street and extending back between lines 217 feet to an alley, being Lot No. 11, in Block "B" of Gardin's (sic Carden's) addition to Bardstown, as shown on a plat recorded in Deed Book 78, page 14, in the office of the Clerk of the Nelson County Court.

Being the same property to which The County of Nelson, State of Kentucky, acquired title by deed dated May 12, 1970, from The Bardstown Church of Christ, which deed is recorded in Deed Book 169, Page 519, in the Clerk's Office of the Nelson County Court.

The parties agree as follows:

1. The SELLER agrees to accept and the PURCHASER agrees to pay for the above-described property, the sum of FORTY THOUSAND TEN DOLLARS (\$40,010.00), payable as follows:
 - A. FORTY THOUSAND TEN DOLLARS (\$40,010.00) payable upon execution and delivery of deed which shall be on or before _____ days from the date hereof.
 2. Possession shall be given with delivery of deed.
 3. Taxes for the year, 2012, shall be PRORATED.
 4. SELLER shall deliver to the PURCHASER a fee simple marketable title by a General Warranty Deed, such as a reputable title insurance company will insure, properly executed and conveying said property free and clear from all liens and encumbrances, except easements, etc., whatsoever, however property sells as is and where is with no other warranties or guaranties expressed or implied by the SELLER as to the condition of the land or improvements.
 5. This property is subject to street, public utilities rights of way, building restrictions, driveway easements, party wall agreements, if any, shown of record, and also subject to all deed restrictions.
 6. This agreement shall inure to the benefit and be binding upon the heirs, executors, administrators, devisees, and legatees of the parties hereto.
 7. This Contract contains the entire agreement between the parties hereto and no modification or amendment shall be binding upon any party unless made in writing and signed by each of the parties hereto.
 8. This Contract and the rights and obligations of the parties hereto shall be

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construed in accordance with the laws of the Commonwealth of Kentucky.

SELLER:

PURCHASER:

COUNTY OF NELSON

BY: _____

Dean Watts

Eddie Nichols

Following appreciation expressed by Magistrate Jeff Lear to the Secretary of Transportation for assistance with a traffic light at Thomas Nelson High School, on motion of Bernard Ice, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the July 3 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK