Fiscal Court Orders

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

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MINUTES APPROVED - MAR. 19

Noting that "highlift" referenced on Page 472 of the Mar. 19 minutes was actually a "front loader", on motion of Sam Hutchins, second of Bernard Ice, by affirmative vote of all Court members present (Hahn absent), IT IS HEREBY ORDERED to approve the minutes of the Mar. 19 session of Nelson Fiscal Court as corrected.

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BILLS

On motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Treasurer to pay the following bills (Hahn absent from vote):

Nelson County Fiscal Court
General Funds Bills for Court Approval
April 2, 2013

Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll processing	9100301 · Payroll Processing	$ 394.05
Bardstown Housing Authority	Bethany Haven - Apr 2013	5315399 · Emergency Shelter for Children	300.00
Bluegrass Uniforms Inc.	Kaminski, Clark	5105481 · Law Enforc Uniforms	149.47
Bralin Manufacturing Inc.	Bags	5020427 · Coroner Supplies	489.00
Bumper to Bumper	Brake pads, fuel tank	5340340 · Comm Svc Vehicle Main	179.80
Burba, Alma Jean	Board of Elections Feb Mar 2013	5065192 · Election Officers Pay	100.00
Buzick Lumber	Bourbon Festival office- reimbursable	5080548 · Old Courthouse Projects	148.02
Cardmember	KACTFO Conference	5040577 · Treasurer travel	87.01
Cardmember	Mold testing	5081329 · Justice Center Main Contracts	30.00
Cardmember	Radio - EMA Truck	5135340 · EMA Vehicle maintenance	260.00
Central Ky Community Action	Staffing for Voluntary Action	5301315 · Community Action Services	1,014.00
Conway Heaton	Truck repairs	5135340 · EMA Vehicle maintenance	31.00
Conway Heaton	Truck repairs	5135443 · EMA Vehicle Parts	41.74
County Clerk	Board of Elections Jan Feb Mar 2013	5065192 · Election Officers Pay	150.00
Etown Winnelson	Bathroom repairs - toilet install	5080329 · Old Courthouse Main Contracts	11.13
Flaget Memorial Hospital	Suspect testing	5105547 · Law Enforc Suspect Testing	24.00
Hayden Reporting, Inc.	Planning Commission 022613	5001348 · Court Reporter	120.55
Interstate Security Systems	Quarterly alarm agreement	5105329 · Law Enforc. Bldg Main Contracts	99.00
Joe Hill's	Generator repair	5135336 · EMA Equipment Repairs	261.51
Nelson EMS	Coroner call	5020308 · Coroner Autopsy & Services	75.00
Pinkston, Lisa	Board of Elections Jan Feb Mar 2013	5065192 · Election Officers Pay	150.00
Plumbers Supply Co	Toilet - mens public restroom	5080329 · Old Courthouse Main Contracts	184.25
Plumbers Supply Co	Water heater	5205329 · Animal Control Maint Contracts	511.69
Quick Care Oil Lube Express	Oil changes, rotate tires, brakes, fuel pump	5105340 · Law Enforc Vehicle maintenance	1,472.73
RCS	Monthly agreement	5135336 · EMA Equipment Repairs	385.00
S & P Cleaning Service Inc	Cleaning service 0313	5085329 · Building Main Contracts	1,310.00
Sheriff	Board of Elections Jan Feb Mar 2013	5065192 · Election Officers Pay	150.00
Spaulding, Logan	Boot allowance	5115481 · Codes - Uniforms	75.00
Tatum Auto Supply	Double sided tape	5090427 · Maintenance - Supplies	3.08
TriStar	Cafeteria plan administration - Mar	9100301 · Payroll Processing	183.50
Total 01 General Fund			8,390.53
02 Road Fund			
Bardstown Auto Wrecker	Truck 306 - blower switch	6105443 · Parts	20.00
Bardstown Mills	2 Chainsaws - Echo 54.1cc	6105475 · Tools	883.98
Bobkat Termite & Pest Control	Annual termite renewal	6103329 · Building Main Contracts	85.00
Bumper to Bumper	PU Truck -Newton	6105443 · Parts	7.98
Cardmember	Office supplies, cameras and supplies	6103445 · Office Supplies	163.54
Econo Signs LLC	Street signs	6105469 · Signs & Posts	175.81
Ky Home Electronics	External drive	6103445 · Office Supplies	29.99
Ky Home Electronics	CB Radio, antenna	6105339 · Radio Repair and Maint	84.98
Lawson Products	Garage supplies	6105427 · Garage supplies	116.88

Mackin's Wrecker	Tow pickup truck	6105336 · Equipment repairs	100.00
QK4	Engineering services	730-03 · Bull Run Project	2,210.00
Tatum Auto Supply	Mattingly truck, Gradall, CAT roller	6105443 · Parts	92.34
Total Truck Parts, Inc.	Parts for Dually and Truck 305	6105443 · Parts	88.51
Total 02 Road Fund			4,059.01
03 Jail Fund			
Bardstown Ambulatory	Inmate medical	5101549 · Routine Medical	2,851.00
CDA Inc.	Electronic Monitors	5101314 · Contracts with Other Counties	49.50
Central Ky Radiology	Inmate medical	5101549 · Routine Medical	7.67
Clems	Food	5101425 · Food	1,501.74
Flowers Baking Co	Bread	5101425 · Food	230.06
Flowers Baking Co	Inventory	5101428 · Canteen Inventory	9.36
Interstate Security Systems	Quarterly alarm agreement	5101329 · Building Main Contracts	248.00
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,472.36
MP Biomedics	Inmate medical	5101550 · Pretrial Testing Supplies	564.57
SE Emergency Physicians	Inmate medical	5101549 · Routine Medical	125.56
Securus	Phone cards	5101428 · Canteen Inventory	1,372.00
Total 03 Jail Fund			8,431.82
09 Ambulance Fund			
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	191.58
Cardmember	Printer supplies, office supplies	5140445 · Office Supplies	545.85
Cardmember	Postage	5140563 · Postage	380.19
Cardmember	Coding training - Eva	5140569 · Training	112.00
Cardmember	DOT license evaluation - all employees	5140599 · Miscellaneous	190.00
PMI Supply	Medical supplies	5140550 · Medical supplies & Materials	276.97
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	854.22
Shred-It USA	File destruction service	5140550 · Medical supplies & Materials	59.10
Vidacare	IV equipment	5140550 · Medical supplies & Materials	344.30
Total 09 Ambulance Fund			2,954.21
			$ 23,835.57

Nelson County Fiscal Court
PIC Bills for Court Approval
April 2, 2013

Name	Memo	Account	Amount
13 Solid Waste Fund			
Bluegrass Seed & Fertilizer	Supplies	5215548 · Dead Animal Program Expense	$ 85.50
Econo Signs LLC	Men Working signs, tripods	5215427 · Garage supplies	551.25
Municipal Equip	Hydraulic parts	5215443 · Parts	138.24
Tatum Auto Supply	Hose, supplies	5215443 · Parts	23.38
Total 13 Solid Waste Fund			798.37
15 Landfill Fund			
Bluegrass Seed & Fertilizer	Seeding	5210446 · Cover Material	847.50
Brite Wholesale	Circuit breaker	5210334 · Building Maintenance	155.97
Buzick	Stake flags	5210443 · Parts	8.99
Cardmember	Monitoring supplies	5210324 · Environmental Monitoring	169.37
Interstate Security Systems	Quarterly alarm agreement	5210329 · Maintenance Contracts	99.00
Tatum Auto Supply	Tie-downs	5210427 · Main supplies	47.96
Total 15 Landfill Fund			1,328.79
			$ 2,127.16

Nelson County Fiscal Court
Additional Bills for Court Approval
April 2, 2013

Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll processing 032213	9100301 · Payroll Processing	$ 392.89
Bardstown Alarm	Quarterly alarm agreement	5085329 · Building Main Contracts	90.00
Bardstown Alarm	Quarterly alarm agreement	5087329 · Old Library Maint Contracts	60.00
Bardstown Super Vac	Sweep parking lot	5081329 · Justice Center Main Contracts	500.00
Bardstown Super Vac	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Hall, Thomas	Legal services	5310332 · Public Defender Contract	1,120.00
Total 01 General Fund			2,262.89

09 Ambulance Fund			
Conway Heaton	Sq 36	5140340 · Vehicle Maintenance & Repairs	29.95
Conway Heaton	Sq 36	5140443 · Vehicle Parts	122.72
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	84.84
Total 09 Ambulance Fund			237.51
15 Landfill Fund			
GBA	Paper, file folders	5210445 · Office Expense	54.97
Kimberland, David	Office cleaning Mar 2013	5210329 · Maintenance Contracts	425.00
Lawson Products	Garage supplies	5210427 · Main supplies	261.39
Nally, Charlie	Employee medical	9400547 · Employee Medical/WC Claims	19.64
Quill Corporation	Pens	5210445 · Office Expense	46.47
Total 15 Landfill Fund			807.47
			$ 3,307.87

NELSON COUNTY FISCAL COURT
PAID BILLS/TRANSERS FOR COURT APPROVAL
April 2, 2013

Fund/Vendor	Description	Account	Amount
General Fund			
Rogers, Justin	Contract labor - Bourbon Festival - reimbursable	5080548 · Old Courthouse Projects	$ 348.00
Rogers, Justin	Contract labor	5080329 · Old Courthouse Main Contracts	96.00
Jail Fund			
Rogers, Justin	Contract labor	5101329 · Building Main Contracts	192.00
EMS Fund			
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	110.48
Less Discount			(1.10)
Landfill Fund			
Rogers, Justin	Contract labor	5217161 · Recycling Contract Labor	174.00
TOTAL PAID BILLS AND TRANSFERS			**$ 919.38**

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PLANNING AND ZONING - REZONING ORDINANCE (FIRST READING)

#2388 Heaven Hill Distilleries, Inc.

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinance amending the zoning map for Nelson County, which change was presented in accordance with the zoning regulations and has been reviewed and recommended for approval by the Joint City-County Planning and Zoning Commission as evidenced by written notice to that effect.

Said proposed ordinance was read in open Court in resume form and a full copy of the proposed ordinance is as follows:

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-4, GENERAL BUSINESS DISTRICT TO BE REZONED AS I-2, HEAVY INDUSTRIAL DISTRICT.

WHEREAS, the Joint City-County Planning Commission of Nelson County, Kentucky, on March 26, 2013 held a special public hearing under the provisions of KRS Chapter 100, and

after careful consideration, the Commission on March 26, 2013, voted to approve and recommend the amendment to the Fiscal Court of Nelson County.

WHEREAS, the Court held a first reading on April 2, 2013 and after due advertisement held a second reading and adoption on April 16, 2013, and after due consideration,

UPON MOTION OF _____, SECONDED BY _____, 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 March 28, 2013, from the said Joint City-County Planning Commission of Nelson County to the Nelson County Fiscal Court, so that the following described property of Heaven Hill Distilleries, Inc., is presently B-4, General Business District be and the same is placed as I-2, Heavy Industrial District and said property is described as follows:

> Beginning at a point 20 feet from the center of Gilkey Run Road and corner to Heaven Hill Distilleries, Inc.; thence leaving the road with Heaven Hill Distilleries, Inc., south 50 degrees 36'55" west 673.05 feet to a point, corner to Heaven Hill Distilleries, Inc.; thence with Heaven Hill Distilleries, Inc., north 28 degrees 57'24" west 468.60 feet to a point, corner to Heaven Hill Distilleries, Inc.; thence, north 72 degrees 01'49" west 104.12 feet to a point, corner to Heaven Hill Distilleries, Inc. and Gary and Peggy Dones; thence with Dones, north 49 degrees 27'53" east 632.21 feet to a point, corner to Dones and 20 feet from the center of Gilkey Run Road; thence with the west right-of-way line of Gilkey Run Road, south 20 degrees 58'26" east 277.84 feet; thence with a curve to the left having a radius of 240.16 feet and a delta angle of 53 degrees 33'15", and a chord bearing of south 50 degrees 07'18" east 231.05 feet; thence, south 75 degrees 01'10" east 97.90 feet to the point of beginning, having an area of 7.13 acres.

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

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

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

After a first reading, motion was made by Keith Metcalfe, second by Sam Hutchins, and on affirmative vote of Court members Metcalfe, Hutchins, Ice, Lear and Watts, 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 KRS 424.

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DEPARTMENT REPORTS

**JAIL

Jailer Dorcas Figg presented her regular report:

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	In House
MARCH						
Wed. 20	109	1	0	28	6	102
Thur. 21	117	1	0	28	11	105
Fri. 22	109	1	0	28	12	96
Sat. 23	109	1	1	28	5	103
Sun. 24	114	1	1	28	6	107
Mon. 25	112	1	1	28	12	99
Tue. 26	105	1	1	27	11	93
Wed. 27	102	1	1	26	10	91
Thur. 28	100	1	0	28	10	89
Fri. 29	106	1	0	28	9	96
Sat. 30	103	1	0	28	6	96
Sun. 31	99	1	0	28	8	90
APRIL						
Mon. 01	100	1	0	28	11	88
Tue. 02	100	1	0	27	10	89

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**EMS

Report presented by Joe Prewitt:

04/01/2013

Monthly EMS Run Totals
As of March 2013

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	356	59	415	3847	$ 246,183.30	$ 2,332,204.40	$ 606.24
Bloomfield Area	27	8	35	246	$ 21,155.20	$ 148,331.85	$ 602.98
New Haven Area	19	13	32	217	$ 15,090.50	$ 119,139.05	$ 549.03
Boston Area	9	3	12	98	$ 6,953.05	$ 54,655.75	$ 557.71
Cox's Creek Area	6	3	9	145	$ 4,287.30	$ 75,890.35	$ 523.38
TOTAL	417	86	503	4553	$ 293,669.35	$ 2,730,221.40	$ 599.65
Average Per Day	13.5	2.8	16.2	16.6	$ 9,473.20	$ 9,964.32	
Collections (YTD)						$ 1,226,916.00	
Collection Per Run						$ 269.47	
Cost Per Run						$ 354.20	
Difference						$ (84.73)	

Previous Year 2012	Totals	550	4840	$ 340,622.00	$ 2,926,126.50
Previous Year Difference		-47	-287	$ (46,952.65)	$ (195,905.10)
Previous Year 2011	Totals	458	4519	$ 275,053.00	$ 2,322,856.40
Difference From Current Year		45	34	$ 18,616.35	$ 407,365.00
Previous Year 2010	Totals	453	4274	$ 250,789.00	$ 2,344,859.00
Difference From Current Year		13.29	279	$ 42,880.35	$ 385,362.40
Previous Year 2009	Totals	479	4241	$ 282,950.00	$ 2,325,113.00
Difference From Current Year		24	312	$ 10,719.35	$ 405,108.40
Previous Year 2008	Totals	505	4342	$ 294,536.00	$ 2,344,678.00
Difference From Current Year		-2	211	$ (866.65)	$ 385,543.40

**LANDFILL/SOLID WASTE (Note: Magistrate Jerry Hahn arrived at the Court meeting during this discussion.)

BULKY ITEM REPORT

Nelson County Bulky Item
(5 weeks)

	2013	2012	2011
Cubic Yards	2,528	4,435	3,978
Tons	415	817	786

Tires	3,270	5,760	4,003
Disposal Cost	$21,666	$43,285	$37,938

ROADSIDE CLEANUP - Judge Watts told Court members that scheduling of roadside cleanup will begin April 10; cleanup will begin April 15.

**DEAD ANIMAL GRANT - On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following agreement related to deceased animal removal and funding of that program: A2013-0039

LEGAL AGREEMENT BETWEEN
THE KENTUCKY AGRICULTURAL DEVELOPMENT BOARD
AND
THE NELSON COUNTY FISCAL COURT
FOR THE DECEASED FARM ANIMAL REMOVAL PROGRAM
A2013-0039

BACKGROUND
RECITALS

1. The **Kentucky Agricultural Development Board** ("Board") was created by the General Assembly, pursuant to KRS 248.707, and charged with the responsibility of administering funds from the "Rural Development Fund," established in KRS 248.655, to provide economic assistance to the agriculture community of the Commonwealth.

2. 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.

3. Recipient has submitted an Application (A2013-0039) which after full review and consideration during the March 15, 2013 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.

Accordingly, the Parties agree to the following:

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 Nelson County funds to the Nelson County Fiscal Court in consideration to implement a Deceased Farm Animal Removal Program (DAR) 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.

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.

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 *DAR Guidelines (2013)*, which are available at http://agpolicy.ky.gov/funds/removal.shtml and are incorporated by reference herein.

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.

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. EFFECTIVE DATE OF LEGAL AGREEMENT

The Effective Date of this Legal Agreement shall be the date of execution by the Executive Director of the Governor's Office of Agricultural Policy (GOAP).

IV. DURATION OF LEGAL AGREEMENT

A. **Duration**
The Legal Agreement herein shall be in full force and effect for TWELVE (12) months from Effective Date. The Recipient agrees to continue to comply with the reporting requirements set forth in Section VII below, upon completion of the program.

B. **Disbursement of Funds**
The Recipient shall disburse these funds in accordance with the DAR Guidelines (2013), 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.

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.

V. 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.

VI. 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.

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.

C. **Format of Business Records**
Business records may be maintained in either paper or generally recognized electronic format.

D. **Substantiation of Expenditures**
The business documents maintained by the Recipient shall substantiate expenditures made with funds received pursuant to this Legal Agreement.

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.

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.

VII. REPORTS REQUIRED FROM RECIPIENT

A. Grant Funds Expenditures Reports

The Recipient shall submit two reports to the Board. The Recipient may submit the reports electronically. To do this, the Recipient can refer to the Governor's Office of Agricultural Policy's website: http://agpolicy.ky.gov/funds/project_reporting.shtml. The Recipient shall e-mail the reports to: GovKYAGPolicy@ky.gov.

1. **Six Month Report**
   The Recipient shall submit a report SIX (6) months after the Effective Date of this Agreement. The Recipient shall include in the report an accounting and receipts for the use of all funds, including matching funds, along with any other information requested by the Board or its authorized representative.
2. **One Year Report**
   The Recipient shall submit a report within THIRTY (30) days of the anniversary of the Effective Date. The Recipient shall include in the report the same types of information included in the Six Month Report but for the activity that occurred after the first report was made.

B. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. VENUE AND CHOICE OF LAW

A. Venue

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

XV. 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.

XVI. 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

DEAN WATTS
County Judge Executive
Nelson County Fiscal Court
Authorized Representative of Nelson County Fiscal Court

4/2/13
Date

**ROAD DEPARTMENT

ON-GOING - Jim Lemieux reported on progress of the bulky-item work and on anticipated beginning of boom mowing.

GREER LANE - Cost estimates for widening Greer Ln. follow:

2013 Paving Estimates KYTC RS Flex & County Funds
District 2, Sam Hutchins

Asphalt @ $69.00 /ton Bid June 2012

Road Name	Inspection Date/ comments	Funding Source	Location to be Paved	LF ft	width ft	culdesac	depth IN	Patching Wedging (sq.d		tons (@110/SY)	cost/ton	Total County Funds FY 2012/2013	KY RS Funding
Greer Lane	02/11/13 Widen Greer Lane 2 ft ea side -	County FY13/14	Pottershop Road to 80+00	8000	4		6			0.00 1173.33	$69.00	$80,960.00	
Greer Lane	Overlay Greer Lane with County Funds	County FY13/14	Pottershop Road to 40+00	4000	20		1.5			733.33 0.00	$69.00	$50,600.00	
Greer Lane	Overlay Greer Lane with KYTC-RS funds	KYTC-RS	Station 40+00 to 80+00	4000	20		1.5			733.33	$69.00		$50,600.00
											TOTALS	$131,560.00	$50,600.00

Explaining funding for widening Greer Ln, which includes some monies from the State, on motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the widening of Greer Ln., with part of the District 2 blacktop monies for 2013-14 to be applied to this project.

**COUNTY ROAD AID CONTRACT AND RESOLUTION

March 7, 2013

Dear Judge:

Attached you will find the proposed County Road Aid Cooperative Contract and Resolution for FY 2014. The money included on the contract is 60 percent, less 3 percent set aside for an emergency fund, of your county's share of the projected revenue that will be available for the next fiscal year.

If you desire to continue in the Cooperative Program, please have your fiscal court take action on this Contract at your earliest convenience. The **ORIGINAL** signed Contract and a copy of the Resolution should be returned to the address below by **June 1, 2013**. If you have any questions, please contact my office by phone 502.564.2060.

Kentucky Transportation Cabinet
Department of Rural & Municipal Aid
6th Floor East
200 Mero Street
Frankfort, KY 40622

Thank you for your prompt attention to this matter.

Sincerely,

Don Pasley, Commissioner
Department of Rural & Municipal Aid

On motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following contract and resolution, authorizing the County Judge-Executive to sign the contract:

CRA COOP CONTRACT BETWEEN KYTC AND NELSON COUNTY ($936,288)

CONTRACT

THIS CONTRACT is made between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid and the Fiscal Court of NELSON County, Kentucky.

The initial apportionment to the county is 60% of its total allocation based on revenue estimates supplied by the Office of State Budget Director, less three (3) percent set aside for an emergency fund. For the fiscal year beginning July 1, 2013, this amount is $936,288. This amount, when added to any subsequent apportionments and any unencumbered balance of prior apportionments to the said county will be expended by the Kentucky Department of Rural and Municipal Aid to aid the county

in the maintenance, reconstruction, or construction of county roads in said county.

The Fiscal Court hereby agrees and directs that their pro rata share of the County Road Aid Fund, due monthly from the Finance Cabinet, be assigned to the Transportation Cabinet's Division of Accounts for Fiscal Year 2014.

Unless specifically excluded within this contract, all county roads and streets are a part of this contract. This includes all structures lying within the limits of the project.

SPECIAL PROVISIONS

The Department of Rural and Municipal Aid will disburse funds to the county of NELSON for materials, labor, and equipment necessary for the county to accomplish maintenance, repairs, and improvements on county roads. This assistance is extended insofar as funds are available from the county's share of the County Road Aid Program allocation reflected by this Contract. The county will be responsible for all costs in excess of the County Road Aid funds.

The Department of Rural and Municipal Aid may assist the county in fulfilling its road maintenance, repairs, and improvement needs by the following methods:

(a) Disburse funds to the county for materials and work performed by Contract.

(b) Disburse funds to the county for materials obtained by contract.

(c) Disburse funds to the county for rental or purchase of road maintenance and construction equipment. Rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Transportation Cabinet's official rental rates.

(d) Disburse funds to the county for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

GENERAL PROVISIONS

The Fiscal Court stipulates and hereby certifies that all County Road Aid funds will be expended within the right-of-way limits of county roads and their appurtenances. This Contract does not relieve county government of its responsibility for county roads and bridges.

The county will acquire any right-of-way contemplated under this Contract. The county also assumes responsibility for

any claims for damages arising from such acquisitions.

The county will hold harmless and save the Commonwealth of Kentucky Transportation Cabinet and its officials and employees free from all claims or liability for damages of any nature whatsoever due to or arising from the performance of this Contract.

The county will reimburse the Department of Rural and Municipal Aid for any loss it may sustain arising out of performance of this Contract by the Department. Such loss as sustained by the Department of Rural and Municipal Aid may be charged to this county's apportionment in this or future fiscal years.

Should any balance of the county's apportionment remain after performance of this Contract, such balance will remain to the credit of the county for performance of future Contracts by the Department of Rural and Municipal Aid.

It is agreed that any materials purchased by the Department of Rural and Municipal Aid and delivered to the county shall be used by county only on county roads and bridges.

The general administration of the program herein designated shall be under the jurisdiction of the Department of Rural and Municipal Aid.

Should conditions arise which, in the judgment of the Commissioner of Rural and Municipal Aid, render it burdensome to the general welfare of the Commonwealth to continue any work commenced under terms of this Contract, the Department may suspend or curtail such work.

It is further agreed between the parties hereto that all obligations incurred under this Contract are subject to any law or regulations now existing or hereafter enacted or promulgated. The Fiscal Court acknowledges its total responsibility for county roads.

The County Judge/Executive of the said county and the Commissioner of Rural and Municipal Aid, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Contract.

The Department reserves the right to cancel this Contract at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County Fiscal Court. If the Contract is canceled under this provision, the Department shall reimburse the County Fiscal Court according to the terms hereof to the date of

such cancellation.

The County will pass the attached resolution. A copy of that resolution shall be attached to and made a part of this Contract.

IN TESTIMONY WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

NELSON County Fiscal Court

BY: _____ Date: 4/4/13
County Judge/Executive

NELSON County

DEPARTMENT OF RURAL AND MUNICIPAL AID
OFFICE OF RURAL & SECONDARY ROADS

BY: _____ Date: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

_____ Date: _____
Office of Legal Services

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____ Date: _____
Secretary

R E S O L U T I O N

Fiscal Court of NELSON County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2013, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

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

The County Judge/Executive of the county is hereby authorized and directed to sign said Contract as set forth on behalf of the Fiscal Court of NELSON County, and the County Clerk of NELSON County is hereby authorized and directed to certify thereto.

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

AYES	NAYS
Keith Metcalfe	
Bernard Ice	
Sam Hutchins	
Jeff Lear	
Jerry Hahn	
CJ/E Dean Watts	

COMMONWEALTH OF KENTUCKY) SS: NELSON COUNTY)

I, Elaine A Filiatreau, County Clerk of NELSON County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 2nd day of April, 2013.

SIGNED Elaine A Filiatreau

CLERK OF NELSON COUNTY

BULL RUN PROJECT - Jim Lemieux reported that bids for Bull Run (Nat Rogers Rd) project will be opened Friday; AT&T has been onto the site setting poles and guywires, but timing of project continues to be dependent on that company's schedule for moving their lines.

KY 247 SLIDE - Note was made of the closing of a portion of KY 247 due to a slide. The KY Dept. of Transportation is working to determine what would be necessary to make this road safe; however, it is a difficult situation that cannot be fixed with speed.

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HORSE SEARCH AND RESCUE - EMA

As requested by Magistrate Hahn, on motion of Jeff Lear, second of Sam Hutchins, and by affirmtive vote of all Court members, IT IS HEREBY ORDERED that the local Horse and Rescue group is recognized as a part of the Nelson County EMA team if need for their service arises.

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SURPLUS VEHICLES

On motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to declare that the following vehicles are surplus; vehicles will have minimum price set and will be auctioned on Apr. 12:

Surplus Vehicles

1989 GMC Truck Van 1GDHP32K5K3500103

1994 Ford Crown Vic 2FALP71WXRX178152

2002 Ford RWF White Ambulance 1FDXF46F52EB79413

2001 Chevy Impala 2G1WF55K019127816

1985 Chevy 1/2 Ton 1G8ED18J7FF140334

1998 Chev Silver PK 1GCGK24F9WZ116062 (previously declared surplus)

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TITLE VI PLAN . . . NON-DISCRIMINATION

The following resolution is recorded as a matter of record on motion of Jerry Hahn, second of Keith Metcalfe, and by afffirmative vote of all Court members:

NELSON FISCAL COURT **RESOLUTION #____**

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON

RESOLUTION ADOPTING TITLE VI PLAN FOR EQUAL OPPORTUNITY AND NON-DISCRIMINATION

WHEREAS the **Nelson County Fiscal Court** is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Housing and Urban Development which provide that no person in the United States on the basis of race, color, national origin, age, or handicap shall be excluded from participation in, admission or access to, denied benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

THEREFORE, BE IT RESOLVED by the County of Nelson Fiscal Court that the following Title VI Plan is adopted to affirmatively promote non-discrimination and equal opportunity.

I. **Purpose and/or Mission Statement:**
The Nelson County Fiscal Court wishes to comply with Title VI of the Civil Rights Act of 1964 to promote non-discrimination in programs, services, and employment. Title VI of the Civil Rights Act of 1964 provides that no person shall be excluded from participation in, denied program benefits, or subject to discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.

The Nelson County Fiscal Court will perform a Title VI Self Survey and will re-examine its policies under the Self-Survey annually to ensure enforcement and compliance with the law.

II. **Scope:** The key regulations and requirements the **Nelson County Fiscal Court** must enforce are:

The Civil Rights Act of 1964 (Title VI) which provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color or national origin under any program or activity receiving Federal financial assistance.

The Civil Rights Act of 1968, as amended (Title VIII) prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status or handicapped status. All programs shall be administered in a manner that affirmatively promotes fair housing.

Housing and Urban Development Act of 1968, Section 3, as amended provides that opportunities for training and employment that arise through HUD-financed projects shall be given to lower income residents of the project area and that contracts awarded in connection with such projects shall be awarded to businesses located in the project area, or businesses owned by residents of the project area.

Section 504 of the Rehabilitation Act of 1973, as amended provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving Federal funds.

Section 109 of the Housing and Urban Development Act of 1974, as amended provides that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, religion, sex or national origin under any program or activity funded in whole or in part Under Title 1 of the Community Development Act.

The Age Discrimination Act of 1975, as amended provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving Federal funds.

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.

Executive Order11246, as amended provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of $10,000.

III. **Responsible Official:** The person responsible for coordinating this organization's non-discrimination compliance efforts is _____. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may contact the **Office of Nelson County Judge/Executive, P O Box 578, Bardstown, KY 40004; telephone (502) 348-1800 or TTY (800) 648-6056.**

IV. **Statement of Assurances: The Nelson County Fiscal Court does not discriminate on the basis of race, color, national origin, sex, age, religion, or disability and provides upon request, reasonable accommodation including auxiliary aids and services necessary to afford an individual an equal opportunity to participate in all services, programs, and activities.**

V. **Effective Date:** Senate Bill 248 requires that the effective date of this Plan is January 1, 1995. Any changes or updates to the Plan will be recorded annually here.

VI. **Programs or Activities Subject to Title VI:** All programs, services, and activities carried out by this public body will be subject to and comply with Title VI of the Civil Rights Act of 1964. Specifically, this Plan is adopted in conjunction with activities associated with a Small Cities Community Development Block Grant for public facilities.

VII. **Compliant Procedure:** The Nelson County Fiscal Court will consider complaints filed according to the Grievance Procedure Plan as attached in "A".

VIII. **Compliance/ Noncompliance:** The Nelson County Fiscal Court will monitor compliance with the Title VI Plan through annual evaluations of the Title VI Self Survey by July 30 of every year.

IX. **Training:** Any training, employee orientation, or education will comply with Title VI regulations and inform and promote Title VI awareness.

X. **Goals:** The Nelson County Fiscal Court shall through its annual Title VI Self Survey Annual Review, document any goals for advancement and promotion of Title VI requirements and set an anticipated time for progress and completion with a written report.

XI. **Public Notification:** The Nelson County Fiscal Court will provide materials on Title VI and other pertinent legislation to citizens and employees on request and post information in a central location (County Bulletin Board). Further, the County will include references to and nondiscriminatory policies in contractual agreements, newsletters and other printed material (print ads).

XII. **Record Keeping:** The Nelson County Fiscal Court shall keep adequate records of applications for employment, complaints or grievances and shall periodically review federal and state program requirements to maintain adequate knowledge of non-discrimination policy requirements.

XIII. **Minority Representation:** The Title VI Advisory Board shall be composed of the County Fiscal Court members. The County Judge/Executive may, with the approval of the members of the Advisory Board, designate minority representatives from a member's district to serve as a designee on behalf of the magistrate and the citizens of his/her district.

To obtain further information about the statutes and regulations listed above and/or file a written complaint with this organization; or contact the U.S. Equal Employment Opportunity Commission, 2401 E Street, N.W., Washington, DC 20507, telephone (800) USA-EEOC; or contact the Kentucky Commission on Human Rights, 701 W. Muhammad Ali Blvd., Louisville, KY 40203, telephone (800) 292-5566.

Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the greatest extent possible.

THIS RESOLUTION ADOPTED THE 3 DAY OF May, 2011.

Dean Watts County Judge Ex.

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Following update by County Attorney Matthew Hite on clean-up of issues related to the Senior Citizens Building contract, and following comments by Sam Hutchins concerning value of tax dollars invested in the Extension Office that is returned to the community through programs administered through that office, on motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Apr. 2 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JDUGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK

Fiscal Court Orders