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Fiscal Court Orders

Sept. 2, 2014
REGULAR SESSION OF NELSON FISCAL COURT

Book 37
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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.

***

PUBLIC HEARING

A public hearing was opened by County Judge-Executive Dean Watts; purpose of the public hearing was to hear comment concerning a Community Development Block Grant related to installation of a natural gas line to serve the Nelson County Industrial Park area. Stated purpose of this hearing is to obtain views on job creation and economic development needs, review proposed activities, review the proposed applications and solicit public comment. Mike Burris of Lincoln Trail ADD was present at the hearing.

9/2/14 Bardstown Bourbon Co.
CDBG Public Hearing
Sept 2, 2014

	NAME	REPRESENTING
1	Dean Watts	Nelson Co Judge
2	[illegible]	Nelson Co Fiscal Court
3	[illegible]	" " "
4	Bernard Ice	" " "
5	J Lear	" " "
6	Jerry H Hahn	" "
7	[illegible]	County Attorney
8	Elaine Pulliam	County Court Clerk
9	Mike Burris	LTADD
10	[illegible]	Nelson County Gov.
11	Brad [illegible]	Nelson County Gov't

There have been no written comments received related to the CDBG grant, nor were comments received from the audience. The public hearing was closed.

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MINUTES APPROVED - AUG. 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 Aug. 19 regular session of Nelson Fiscal Court as presented.

*** ***** ***

BILLS AND TRANSFERS

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 and to make the following transfers:

Nelson County Fiscal Court
Bills for Court Approval
September 2, 2014

Name	Memo	Account	Amount
01 General Fund			
Beaven Equipment	Reprogram radios	5105339 · Law Enforc Radio Repair	$ 156.00
Bluegrass Seed & Fertilizer	Backpack sprayer	5340427 · Comm Svc Supplies	59.95
Bluegrass Uniforms Inc.	Adams, Bryan	5105481 · Law Enforc Uniforms	315.95
Brite Wholesale	Lobby AC repairs; ballasts	5081334 · Justice Center Bldg Maint	199.83
Brite Wholesale	Bulbs	5085334 · Sutherland Bldg Maint	112.92

Fiscal Court Orders

Brite Wholesale	Screwdriver tip, screws, magnet	5090427 · Maintenance - Supplies	18.91
Brite Wholesale	Bulbs for outside kennels	5205334 · Animal Control Building Main	225.84
Bumper to Bumper	Front impact sensor - Logan	5115340 · Codes - Vehicle Maintenance	71.20
Bumper to Bumper	Filters - Air compressor trailer	5135443 · EMA Vehicle Parts	24.57
Bumper to Bumper	Spark plugs, rotor, hose	5340340 · Comm Svc Vehicle Main	82.57
Buzick	Air handler repairs	5081334 · Justice Center Bldg Maint	3.96
Cardmember	Door - bucket truck	5090340 · Maintenance - Vehicle Maint	250.00
Cardmember	Office supplies	5105445 · Law Enforc Office supplies	150.11
Cardmember	Anti virus renewal - Don	5115445 · Codes - Office Supplies	46.74
Cardmember	Certified mail - nuisance reports	5115463 · Codes - Postage	59.46
Central Ky Community Action	Staffing for Voluntary Action	5301315 · Community Action Services	1,014.00
Galls	Matthews	5105481 · Law Enforc Uniforms	61.65
Hall, Thomas	Legal services	5310332 · Public Defender Contract	250.00
Humane Society	CPI increase - quarterly 0714-0914	5205315 · Humane Society Contract	413.16
Int'l Assoc of Elec. Inspectors	Coffman	5115551 · Codes - Dues & Certifications	30.00
J & G Equip	Weedeater supplies	5340427 · Comm Svc Supplies	76.97
KACO	Annual dues	9100551 · Memberships	1,100.00
Kentucky One	Random testing	9400547 · Employee Medical/WC Claims	70.00
Ky County Fees	HB388 County Fees	5175903 · Public Advocacy Program	4,685.00
Ky Housing - Codes	Coffman - Electrical license renewal	5115551 · Codes - Dues & Certifications	50.00
Lusk Mechanical Contractors Inc	Review geothermal system efficiency	5081329 · Justice Center Main Contracts	670.00
O'Bryan, David	Decal for bucket truck door	5090427 · Maintenance - Supplies	50.00
Parr Public Safety Equipment	Inboard LED repairs	5105336 · Law Enforc. Equipment Repairs	83.21
Parr Public Safety Equipment	2014 Explorers equipment	5105723 · Law Enforcement Automobiles	2,392.12
Quill Corporation	Printer ink	5040445 · Treasurer Office Supplies	68.98
RCS	Monthly agreement	5139329 · Weather Siren Maint Contracts	385.00
RCS	Botland Siren	5139336 · Weather Siren Repairs	1,560.00
RCS	Coxs Creek siren	5139336 · Weather Siren Repairs	935.03
Ronnie's Custom Care	Monthly cleaning	5081329 · Justice Center Main Contracts	4,000.00
S & P Cleaning Service Inc	Cleaning service 0814	5085329 · Building Main Contracts	1,310.00
Tatum Auto Supply	Tow kit	5340340 · Comm Svc Vehicle Main	26.99
W W Grainger	Outside air handler repairs	5081334 · Justice Center Bldg Maint	53.76
Total 01 General Fund			21,063.88

02 Road Fund

Bluegrass Seed & Fertilizer	Hibbs Lane - fence material	6105312 · Bridges	517.75
Bluegrass Seed & Fertilizer	Straw, seed	6105431 · Fences & ROW	64.50
Brite Wholesale	New lighting for lower building area	6103334 · Building Maintenance	794.94
Bumper to Bumper	Fuel truck, CAT Roller, Truck 305	6105443 · Parts	176.23
Buzick	Hibbs Lane project	6105312 · Bridges	36.26
Buzick	Concrete saw - St Thomas Lane	6105380 · Equipment rental	74.26
Buzick	Wire mesh	6105427 · Garage supplies	114.59
Buzick	Hammers, fence pliers	6105475 · Tools	92.67
Cedar Creek Quarry LLC	Hibbs Lane	6105312 · Bridges	1,551.01
Econo Signs LLC	Street signs	6105469 · Signs & Posts	172.70
Fastenal	Hibbs Ln - supplies	6105312 · Bridges	27.48
GBA	Printer ink	6103445 · Office Supplies	103.95
Irving Materials Inc.	Hardin Leslie, Blakenrod, Mobley Mill	6105457 · Bridge & Culvert Materials	1,207.00
J Edinger	Truck 308	6105443 · Parts	117.90
Kroger	Sugar, creamer	6105427 · Garage supplies	31.33
Mago Construction	Hibbs Lane Bridge Project	6105312 · Bridges	8,015.50
Saf-ti-Co	No outlet signs	6105469 · Signs & Posts	204.15
St Vincent Depaul Mission	Rags	6105427 · Garage supplies	64.00
Sublet Contractors	Hibbs Ln - 4" channels	6105312 · Bridges	81.69
Sublet Contractors	Lowboy trailer	6105336 · Equipment repairs	165.00
Tatum Auto Supply	Bushhog parts, welding supplies	6105443 · Parts	84.87
Total Truck Parts, Inc.	Garage supply	6105427 · Garage supplies	37.28
Total Truck Parts, Inc.	Gradall	6105443 · Parts	58.72
Total 02 Road Fund			13,793.78

03 Jail Fund

CDA Inc.	Electronic Monitors	5101314 · Contracts with Other Counties	618.75
Clems	Food	5101425 · Food	1,697.81
Dean Milk	Milk	5101425 · Food	811.85
Flowers Baking Co	Bread	5101425 · Food	309.67
Flowers Baking Co	Inventory	5101428 · Canteen Inventory	103.68

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Good Source Solutions	Food	5101425 · Food	3,717.56
ICS Jail Supplies	Clothing	5101428 · Canteen Inventory	75.00
ICS Jail Supplies	Mattresses, covers	5101437 · Linens	1,131.60
ICS Jail Supplies	Prisoner hygiene	5101453 · Prisoner Hygiene	51.00
KY Cavern Water	Water	5101445 · Office Supplies	53.94
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	790.96
MP Biomedics	Inmate medical supplies	5101550 · Pretrial Testing Supplies	984.63
Nu Life Cartridge	Paper, tape	5101445 · Office Supplies	226.93
Total 03 Jail Fund			10,573.38
04 LGEA Fund			
Mago Construction	Perkins Ln	6105405 · Hot and cold mix	2,964.47
Total 04 LGEA Fund			2,964.47
09 Ambulance Fund			
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	208.22
Beaven Equipment	Sq 32 35 37	5140340 · Vehicle Maintenance & Repairs	641.25
Beaven Equipment	Sq 32 35 37	5140443 · Vehicle Parts	2,173.69
Cardmember	Kitchen supplies	5140411 · Custodial supplies	23.90
Cardmember	Parts, supplies	5140443 · Vehicle Parts	875.91
Cardmember	New Hire background check	5140445 · Office Supplies	20.00
Cardmember	NCEMS Patches (200)	5140481 · Staff Uniforms	338.00
Cardmember	Medical supplies	5140550 · Medical supplies & Materials	84.86
Cardmember	Postage	5140563 · Postage	299.60
Conway Heaton	Sq 32 34; Truck 608, 2010 Van	5140340 · Vehicle Maintenance & Repairs	1,462.98
Conway Heaton	Sq 34 38 39, 2010 Van	5140439 · Oil, lubes	285.60
Conway Heaton	Sq 32, Truck 608, 2010 Van	5140443 · Vehicle Parts	1,013.08
Galls	Uniform shirts	5140481 · Staff Uniforms	116.00
Galls	Mag flashlight	5140550 · Medical supplies & Materials	132.90
Kentucky One	Pre-employment testing	9400547 · Employee Medical/WC Claims	45.00
KY Ambulance	EMS Conference/Training	5140569 · Training	500.00
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	1,151.88
Shred-It USA	File destruction service	5140445 · Office Supplies	63.52
Tatum Auto Supply	Diesel exhaust fluid	5140443 · Vehicle Parts	30.95
Titan Medical Supply LLC	Medical supplies	5140550 · Medical supplies & Materials	159.00
Total Truck Parts, Inc.	Rear vehicle lights	5140443 · Vehicle Parts	110.72
Total 09 Ambulance Fund			9,737.06
Subtotal - General Fund Bills			**$ 58,132.57**
13 Solid Waste Fund			
Bumper to Bumper	Oil dry	5215427 · Garage supplies	$ 69.90
Tatum Auto Supply	Truck 410 parts	5215443 · Parts	494.49
Total 13 Solid Waste Fund			564.39
15 Landfill Fund			
GBA	Paper	5210445 · Office Expense	73.98
Kimball Midwest	Mechanic shop supplies	5210427 · Main supplies	117.45
Kimberland, David	Office cleaning Aug 2014	5210329 · Maintenance Contracts	475.00
Quill Corporation	Time cards, pens	5210445 · Office Expense	149.91
Tatum Auto Supply	Mechanic shop supplies	5210427 · Main supplies	49.86
Total 15 Landfill Fund			866.20
23 Occupational Tax Fund			
Buzick	Fence/stakes	5120548 · Fire Station Support	154.95
Total 23 Occupational Tax Fund			154.95
97 PIC			
Buzick	Concrete pad construction	8011703 · Radio Tower	260.14
Sabre Industries	Tower, lighting, install	8011703 · Radio Tower	67,933.00
Total 97 PIC			68,193.14
Subtotal - PIC Fund Bills			**$ 69,778.68**
Total - All Bills to Pay			**$127,911.25**

Nelson County Fiscal Court
Additional Bills for Court Approval
September 2, 2014

Name	Memo	Account	Amount
01 General Fund			
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
Economy Pest Control	Portable toilet rental Sep 2014	5405348 · Recreation Program Support	70.00
Joe C Smith Inc	AC repairs - Thompson	5301515 · General Welfare Assistance	295.50
Total 01 General Fund			965.50
02 Road Fund			
Kimball Midwest	Heat shrink terminals	6105427 · Garage supplies	72.30
Total 02 Road Fund			72.30
Total Additional Bills			**$ 1,037.80**

NELSON COUNTY FISCAL COURT
PrePaid Bills and Upcoming Transfers for Court Approval
September 2, 2014

Fund/Vendor	Description	Account	Amount
General Fund			
Conway Heaton	2015 Ford Explorer	5105723 · Law Enforcement Vehicles	$ 26,247.41
Conway Heaton	2015 Ford Explorer	5105723 · Law Enforcement Vehicles	26,247.41
Ky Emerg. Svcs Conference	Conference Fees (Prewitt, Hendricks)	5135569 · EMA Training	329.60
Nelson County Jail	Budgeted Transfers - 8/31/2014	4909 03 · Transfers to Jail	89,593.88
Nelson Co Conservation	Temporary loan	5235902 · Conservation District Support	14,000.00
Payroll Account - Sheriff	Temporary loan for payroll	4909 · Transfers Out	36,810.86
EMS Fund			
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	536.26
Less Discount			(5.36)
Landfill Fund			
Lincoln National Bank	48 month CD - approx 1.7% APR *replaces $300,000 CD @ 0.419%*	9200 999 01 · Landfill Closure Escrow	350,000.00
TOTAL PAID BILLS			**$ 543,760.06**

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NELSON COUNTY LIBRARY TAX RATES

Sharon Shanks appeared before Nelson Fiscal Court on behalf of the Nelson County Library, explaining tax rates set by the Library Board for Fiscal Year 2014-15:

August 8, 2014

County Judge Executive Dean Watts and Magistrates of Nelson County Fiscal Court
1 Court Square
Bardstown, KY 40004

Dear Gentlemen,

In accordance with KRS 65A.100, representing the Nelson County Public Library Board of Trustees, I would like to submit notification of the tax rate the public library district has adopted for the 2014/2015 fiscal year.

On Thursday, August 7, 2014, the trustees adopted the compensating tax rate. Library taxes will be levied at **8.1 cents per $100 on Real Property**, **8.18 cents per $100 on Personal Property**, and **1.45 cents per $100 on Motor Vehicles**.

Estimated total tax revenue for the 2014/2015 fiscal year will be **$2,522,880.**

Fiscal year 2013/2014 tax rates were 8.1 for Real Property, 8.53 for Personal Property, and 1.45 for Motor Vehicles. Actual tax revenue received was $2,410,563.24.

The projected income will be used to continue operation of three library facilities, two outreach vehicles, and provision of increasingly comprehensive and current resources for our patrons county-wide.

Respectfully Submitted,
Sharon Shanks
Sharon Shanks, Director

*** ***** ***

CITY OF BARDSTOWN - SEWER LINE THROUGH WICKLAND

City of Bardstown has requested right-of-way through the County's property at Wickland in order that the old asbestos sewer line there can be replaced; this line also serves the Madison Ave. subdivision, the Justice Center, and the Hwy 62 area to the railroad, therefore the existing line must be left in place until a new line can be constructed. Following questions to City Engineer Jessica Filiatreau and Robin Mills of Horizon Engineering, including questions related to need for twenty feet of easement and of wish by County to be free of any liability related to the old line, Court members agreed that this project should moved forward, with route to be established and brought back to Nelson Fiscal Court.

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TOURIST AND CONVENTION COMMISSION BOARD - SHEILA OSBORNE

The appointment of Sheila Osborne to the Bardstown-Nelson County Tourist and Convention Commission Board is approved on motion of Bernard Ice, second of Jeff Lear, and by affirmative vote of all Court members (this is to fill the unexpired term of Lynne Grant):

NELSON COUNTY FISCAL COURT

ORDER

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

Dean Watts
Dean Watts
Nelson County Judge Executive

8/19/14
Date

*** ***** ***

DEPARTMENT REPORTS

**ROAD DEPARTMENT

RURAL SECONDARY ROAD RESOLUTION/AGREEMENT - On motion of Keith Metcalfe, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY

Fiscal Court Orders

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REGULAR SESSION OF NELSON FISCAL COURT

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ORDERED to approve the following resolution and agreement related to the State's Rural Secondary Road Fund program:

RESOLUTION

Fiscal Court of Nelson County

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

Be it resolved by the Fiscal Court that:

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

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

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

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

AYES	NAYS
Bernard Ice	
Sam Hutchins	
Keith Metcalfe	
Jeff Lear	
Jerry Hahn	

COMMONWEALTH OF KENTUCKY) SS:
NELSON COUNTY)

I, Elaine Filiatreau, County Clerk of Nelson County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 2nd day of September, 2014.

SIGNED Elaine Filiatreau

AGREEMENT BETWEEN KYTC AND NELSON COUNTY, PERFORM BITUMINOUS RESURFACING ON VARIOUS COUNTY ROADS (SEE ATTACHMENT) $156,530 CB06 RURAL SECONDARY FUND.

AGREEMENT

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

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to perform bituminous resurfacing with hot mix asphalt on various County roads as listed on the attachment, which shall hereinafter be referred to as the Project; and

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

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

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed $156,530 for the abovementioned Project.

2. If Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the Project and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. **Concurrence must be obtained by the County through the District 4 Chief District Engineer in Elizabethtown prior to the awarding of any contract for work or materials to be used on this Project.**

3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); and all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 4 Office in Elizabethtown, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. The minimum thickness of any bituminous surface applied shall be one inch.

4. The County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.

5. The Department shall reimburse the County up to $156,530 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.

6. The County agrees to be responsible for all cost above $156,530 however, the County shall not be required to expend any more than $156,530.

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

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

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

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

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

NELSON COUNTY FISCAL COURT

By _____ Date: 9/2/14
COUNTY JUDGE/EXECUTIVE

DEPARTMENT OF RURAL AND MUNICIPAL AID

By _____ Date: _____
COMMISSIONER

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By _____ Date: _____
SECRETARY

APPROVED AS TO FORM
AND LEGALITY:

By _____ Date: _____
OFFICE OF LEGAL SERVICES

ATTACHMENT FOR NELSON COUNTY - SRA 090 8590
RURAL SECONDARY PROGRAM 2015 04 090

6. ST THOMAS LN (CR-1600)
FROM US 31 E EXT. E TO DEAD END.
BEGINNING AT MP 0.000 - ENDING AT MP 0.820
0.820 - BIT. RESURFACE

7. GREER LN (CR-1125)
FROM KY 605 EXT. W TO NEW ASPHALT OVERLAY.
BEGINNING AT MP 0.000 - ENDING AT MP 0.760
0.760 - BIT. RESURFACE

8. ALLEN RD (CR-1251)
FROM LICK CREEK RD. EXT. E TO DEAD END.
BEGINNING AT MP 0.000 - ENDING AT MP 0.990
0.990 - BIT. RESURFACE

9. WELLER LOOP (CR-1371)
FROM KY 245 EXT. S TO SOUTH JCT WITH KY 245.
BEGINNING AT MP 0.000 - ENDING AT MP 0.670
0.670 - BIT. RESURFACE

10. YATES-COONEY NECK RD (CR-1022)
FROM 0.483 MI E OF KY 55 (SOUTH JCT) EXT. E TO 1.733 MI E OF KY 55.
BEGINNING AT MP 0.483 - ENDING AT MP 1.733
1.250 - BIT. RESURFACE

HIBBS LANE - Jim Lemieux reported that Road Department crews have worked on replacing fenceline and cattle waterers at the Hibbs Ln. bridge site and will be putting in cross drains. Paving between the two bridges there is estimated to cost $8,000. On motion of Jeff Lear, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve up to $8,000 from the set-aside funds for road improvement to be used for paving between the two Hibbs Ln. bridges as described by the County Engineer.

ON-GOING - Jim Lemieux updated Court members on 1) progress on the KY 733 project; 2) LG&E acquisition (on-going) of easements in order to install a natural gas pipeline into the Industrial Park property; 3) work by Road Department crews at the Botland Fire Station site; 4) routine bush-hogging, grader, mowing, and other work as weather permits. Also noted was need for a county policy regarding possible speed bumps when requested for county roads.

**LANDFILL/SOLID WASTE

DECEASED ANIMAL REMOVAL AGREEMENT - The following agreement is approved on motion of Sam Hutchins, second of Jerry Hahn, and by affirmative vote of all Court members:

LEGAL AGREEMENT BETWEEN
THE KENTUCKY AGRICULTURAL DEVELOPMENT BOARD
AND
THE NELSON COUNTY FISCAL COURT
FOR THE DECEASED FARM ANIMAL REMOVAL PROGRAM
A2014-0120

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 (A2014-0120) which after full review and consideration during the August 15, 2014 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 **($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 (2014)*, which are available at http://agpolicy.ky.gov/funds/Pages/programs.aspx 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 (2014), 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/Pages/program_reporting.aspx. 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 9/2/14
DEAN WATTS **Date**
Judge Executive
Nelson County Fiscal Court
Authorized Representative of Nelson County Fiscal Court

COMMONWEALTH OF KENTUCKY
KENTUCKY AGRICULTURAL DEVELOPMENT BOARD

By: _____ _____
ROGER THOMAS **Date**
Executive Director
Governor's Office of Agricultural Policy
Authorized Representative of the Kentucky Agricultural Development Board

ON-GOING - Brad Spalding reported 1) on progress on construction of Mechanics Building at the landfill; 2) on a recent landfill inspection; 3) on near completion of repair on one garbage truck but problems with another that have resulted in its being sent to Municipal Equipment for estimates of repair costs; 4) on on-going issues with lights on the communications tower; and 5) on opening of bids for fire station scheduled for 1:00 this afternoon.

**JAIL

Deputy Jailer Doug Karr presented the regular Jail report as follows:

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	In House
AUGUST						
Wed 20	116	0	4	32	6	106
Thur 21	122	0	2	33	6	114
Fri 22	113	0	2	33	6	105
Sat 23	115	0	1	31	4	110
Sun 24	109	0	1	28	4	104
Mon 25	105	0	1	28	7	97
Tue 26	104	0	1	27	7	96
Wed 27	115	0	1	28	8	106
Thur 28	113	0	1	30	8	104
Fri 29	118	0	1	30	8	109
Sat 30	117	0	1	29	6	110
Sun 31	117	0	1	29	6	110
SEPTEMBER						
Mon 01	111	0	1	29	6	104
Tue 02	119	0	1	29	8	110

*** ***** ***

On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Sept. 2 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE/EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK

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