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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, JEFF LEAR AND JERRY HAHN.

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MINUTES APPROVED - AUG 18

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. 18 session of Nelson Fiscal Court as presented.

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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 1, 2015

Name	Memo	Account	Amount
01 General Fund			
3-D Graphics	Kaminski, Rooney, Hardin	5105481 · Law Enforc Uniforms	$ 458.20
AutoZone	Wiper blades	5105340 · Law Enforc Vehicle maintenance	51.66
Bluegrass Seed & Fertilizer	Weed killer	5090427 · Maintenance - Supplies	124.50
Brite Wholesale	Ballasts	5081334 · Justice Center Bldg Maint	436.14
Brite Wholesale	Plug install - football concession	5401334 · Recreation Building Maint	28.56
Buzick	Ceiling panels	5080334 · Old Courthouse Bldg Maint	77.38
Buzick	Basement soundproofing	5085334 · Sutherland Bldg Maint	113.92
Buzick	Utility knife, orange tape	5090427 · Maintenance - Supplies	13.68
Buzick	Downspouts - DWP football concession	5401334 · Recreation Building Maint	120.76
Cardmember	Continuing education	5040569 · Treasurer Staff training	395.00
Cardmember	Telephone system upgrade	5085446 · Sutherland Bldg Equipment	1,066.26
Cardmember	Anti virus renewal	5115445 · Codes - Office Supplies	139.98
Cardmember	Certified mail - nuisance reports	5115463 · Codes - Postage	95.68
Cardmember	EM Conference (3 total)	5135569 · EMA Staff training	485.00
Central Ky Comm Action	Staffing for Voluntary Action	5301315 · Community Action Services	1,014.00
Code Administrators Assoc	Codes training - Logan	5115569 · Codes - Staff Training	185.00
Communicare, Inc.	IDT Evaluations	5301357 · Indigent Person Services	420.00
Coulter's Towing	SO transports 0715	5105336 · Law Enforc. Equipment Repairs	407.50
Cutting Edge Constr	Window repairs	5086548 · Trigg Estate Preservation Funds	2,664.00
DC Communications LLC	Radio equipment- new vehicles	5105339 · Law Enforc Radios	1,275.34
Franklin Information Systems	Annual maintenance/support fee	5115445 · Codes - Office Supplies	1,151.40
Hendricks, John (EBE)	EM Conference 0915	5135577 · EMA Travel Expense	239.10
Holt Computers	Service call	5115445 · Codes - Office Supplies	60.00
J & G Equip	Weed eater supplies	5340427 · Comm Svc Supplies	76.97
KACo Leadership Institute	Lear, Metcalfe, Ice 5/12/15	5025569 · Magistrates Conferences	255.00
Kentucky One	Post accident testing	9400547 · Employee Medical/WC Claims	70.00
Ky Home Electronics	Battery holder - sinks	5081334 · Justice Center Bldg Maint	4.98
Ky Housing - Codes	Coffman - Bldg insp. license renewal	5115551 · Codes - Dues & Certifications	50.00
Landmark Sprinkler	Valve replacement - 8/7/15 accident	5081334 · Justice Center Bldg Maint	1,638.00
Leo Talbott & Sons	AC Compressor repairs	5085329 · Building Main Contracts	445.00
Leo Talbott & Sons	Ice machine repairs- reimbursable	5425334 · Fairgrounds Support	90.00
Lowe's	Insulation - chiller line	5080334 · Old Courthouse Bldg Maint	19.36
Lowe's	Judge Kelley office, jury deliberation room	5081334 · Justice Center Bldg Maint	61.98
Lowe's	Drill bits, saw blades, safety cones	5090427 · Maintenance - Supplies	156.53
Lowe's	Plugs, receptacles - workout area	5105334 · Law Enforc Building Maint	37.93
Lowe's	Install water hydrant, electrical plug	5401334 · Recreation Building Maint	94.46
M Rugged Mobile	Computer, docking station, supplies	5105441 · Law Enforcement Equipment	1,339.43
Millicare of Kentucky	Clean carpets - Circuit Clerk office	5081334 · Justice Center Bldg Maint	459.00
Quill Corporation	Printer ink	5040445 · Treasurer Office Supplies	155.96
Ronnie's Custom Care	Monthly cleaning	5081329 · Justice Center Main Contracts	4,000.00

Fiscal Court Orders

S & P Cleaning Service Inc	Cleaning service 0915	5085329 · Building Main Contracts	1,310.00
Sherwin Williams	Stripe parking lot	5081334 · Justice Center Bldg Maint	924.00
Sherwin Williams	Stripe parking lot	5087334 · Old Library Bldg Maint	251.90
Tatum Auto Supply	2 way tape	5090427 · Maintenance - Supplies	64.50
Total Truck Parts, Inc.	Shop light - Mark	5090427 · Maintenance - Supplies	69.95
USPS	Postage	5001445 · CJE Office supplies	1,347.00
Total 01 General Fund			23,945.01
02 Road Fund			
Big Three Tractor	Boom mower	6105443 · Parts	9.85
Bluegrass Seed & Fertilizer	Straw and seed	6105431 · Fences & ROW	352.75
Bluegrass Seed & Fertilizer	Chester Hahn cul de sac	6105446 · Small Road Projects	87.50
Bumper to Bumper	Trucks 308, 416B, S-10	6105443 · Parts	260.61
Bumper to Bumper	Torque wrench	6105475 · Tools	103.95
GBA	Encroachment forms	6103445 · Office Supplies	184.75
Irving Materials Inc.	Bennett Lane	6105457 · Bridge & Culvert Materials	740.00
Ky Truck Sales, Inc.	Truck 300	6105443 · Parts	96.06
Lowe's	AC - mechanic office	6103334 · Building Maintenance	179.55
Tatum Auto Supply	Boom mower, Truck 306	6105443 · Parts	162.90
Total Truck Parts, Inc.	Grease, oil, jump start fluid	6105427 · Garage supplies	66.86
Total Truck Parts, Inc.	Oil distributor	6105443 · Parts	10.49
Zee Medical	Gloves, first aid supplies	6105594 · Crew Safety Equipment	518.83
Total 02 Road Fund			2,774.10
03 Jail Fund			
Bloomfield Family Dentistry	Inmate medical	5101549 · Routine Medical	274.00
Cardmember	Box fans	5101334 · Building Maint Supplies	33.76
Cardmember	Calculators, needles	5101445 · Office Supplies	13.68
Care A Cell	Lobby kiosk	5101428 · Canteen Inventory	948.00
Clems	Food	5101425 · Food	1,102.77
Dean Milk	Milk	5101425 · Food	1,078.04
Flowers Baking Co	Bread	5101425 · Food	333.47
Good Source Solutions	Food	5101425 · Food	3,649.74
Harris Computer Systems	Annual software maint and support	5101428 · Canteen Inventory	350.00
Harris Computer Systems	Annual software maint and support	5101445 · Office Supplies	4,710.00
Kentucky One	Inmate medical 0715	5101549 · Routine Medical	1,446.00
Kentucky One	Post accident testing	9400547 · Employee Medical/WC Claims	70.00
KY Cavern Water	Water	5101445 · Office Supplies	102.97
Ky Juvenile Justice	April - June 2015	5102314 · Juvenile housing contracts	6,486.00
Leo Talbott & Sons	AC, condenser motor	5101329 · Building Main Contracts	1,083.12
Mackin's Wrecker	Tow wrecked vehicle	5101340 · Vehicle Maintenance & Repairs	75.00
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,055.69
Medica	Inmate medical	5101549 · Routine Medical	205.64
Nu Life Cartridge	Toner	5101445 · Office Supplies	195.98
Quest Diagnostics	Inmate medical	5101549 · Routine Medical	26.93
Quill Corporation	Toner	5101445 · Office Supplies	614.97
Securus	Phone cards	5101428 · Canteen Inventory	1,282.40
Total 03 Jail Fund			25,138.16
09 Ambulance Fund			
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	394.03
Bluegrass Biomedical Inc	Biomedical equipment - annual maint	5140336 · Equipment Maintenance & Repairs	375.00
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	309.09
Buzick	Nuts, screws, bolts	5140334 · Building maintenance	26.94
Cardmember	Antennas	5140339 · Radio Maintenance & Repairs	359.70
Cardmember	Office supplies	5140445 · Office Supplies	333.66
Cardmember	Postage	5140563 · Postage	495.95
Compumatic Time Recorders	Time clock software	5140336 · Equipment Maintenance & Repairs	139.00
Conway Heaton	Sq 31, Medic 2	5140340 · Vehicle Maintenance & Repairs	390.00
Conway Heaton	Medic 2	5140439 · Oil, lubes	20.35
Conway Heaton	Sq 31, 602	5140443 · Vehicle Parts	884.39
Emsar Medical Repair	Cot repairs	5140336 · Equipment Maintenance & Repairs	1,509.66
Fleet Matics	GPS Service Agreement	5140336 · Equipment Maintenance & Repairs	482.50
Ky Home Electronics	HDMI cord	5140336 · Equipment Maintenance & Repairs	19.99
Louisville Metro CPR	CPR, First Aid, BLS cards	5140569 · Training	366.50

Fiscal Court Orders

M Rugged Mobile	Laptop maint and repairs (6 total)	5140336 · Equipment Maintenance & Repairs	4,225.75
Morris, Bob	Boot allowance	5140481 · Staff Uniforms	75.00
Pat's Alterations	Uniform alterations	5140481 · Staff Uniforms	18.00
Physio Control	Annual data plan for Ky One modems	5140336 · Equipment Maintenance & Repairs	1,794.00
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	708.38
Select-Tech Inc	Decals	5140443 · Vehicle Parts	299.49
Tatum Auto Supply	Headlights, anti freeze	5140443 · Vehicle Parts	94.96
TriTech EM Systems	Online billing implementation fee	5140445 · Office Supplies	500.00
Total 09 Ambulance Fund			13,822.34
Subtotal - General Fund Bills			**$ 65,679.61**
13 Solid Waste Fund			
Mackin's Wrecker	Truck 412 to Lexington (Fleet Pride)	5215336 · Equipment Repair	650.00
Mackin's Wrecker	Truck 414	5215336 · Equipment Repair	175.00
Tatum Auto Supply	Oil dry, hydraulic oil	5215427 · Garage supplies	191.91
Total 13 Solid Waste Fund			1,016.91
15 Landfill Fund			
Buzick	Equipment rental - line repairs	5210581 · Leachate Maintenance	137.50
Cardmember	State meeting w/regulators	5210577 · Travel Expense	40.07
Lowe's	Flow meter install	5210581 · Leachate Maintenance	100.00
Tatum Auto Supply	Trucks 409, 963 Highlift	5210443 · Parts	178.07
Total 15 Landfill Fund			455.64
23 Occupational Tax Fund			
Cardmember	Ant-virus renewal	5047445 · OLF Office supplies	84.99
Total 23 Occupational Tax Fund			84.99
97 PIC			
Dave Cook Construction	Doors	5120742 · Fire Dept Buildings	19,465.00
South Central Roof	Roof	5120742 · Fire Dept Buildings	15,500.00
Total 97 PIC Fund			34,965.00
Subtotal - PIC Fund Bills			**$ 36,522.54**
Total Bills to Pay			**$ 102,202.15**

Nelson County Fiscal Court
Additional Bills for Court Approval
September 1, 2015

Name	Memo	Account	Amount
01 General Fund			
ADP	PR 082115	9100301 · Payroll Processing	$ 453.60
Bardstown Housing	Bethany Haven - Sept 2015	5315399 · Emergency Shelter for Children	300.00
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
Barrie, Jennifer	Sheriff office cleaning - 0715	5105329 · Law Enforc. Bldg Main Contracts	1,000.00
Barrie, Jennifer	Sheriff office cleaning - 0815	5105329 · Law Enforc. Bldg Main Contracts	1,250.00
Beaven Equipment	SO 56	5105340 · Law Enforc Vehicle maintenance	474.00
Brite Wholesale	Pliers- Mark	5090427 · Maintenance - Supplies	51.92
Brite Wholesale	Install hand dryers	5401334 · Recreation Building Maint	15.02
SupplyWorks	Hand dryers - football concession	5401334 · Recreation Building Maint	1,104.66
Thyssenkrupp	Quarterly elevator maint agreement	5081329 · Justice Center Main Contracts	599.92
Underwood, Judith A	Civic Center Cleaning 0815	5415329 · Civic Center Maint Contracts	850.00
USPS	Postage	5115463 · Codes - Postage	245.00
Willett's Lawn & Landscape	Mowing 0815	5081329 · Justice Center Main Contracts	680.00
Willett's Lawn & Landscape	Plaza, Greenspace mowing 0815	5085329 · Building Main Contracts	400.00
Willett's Lawn & Landscape	DWP 0815	5401329 · Recreation Maint Contracts	3,612.00
Willett's Lawn & Landscape	Balltown, Culvertown Park 0815	5401329 · Recreation Maint Contracts	480.00
Total 01 General Fund			12,116.12
02 Road Fund			
Buzick	Wood stakes, grinding wheel	6105427 · Garage supplies	87.98
Certified Laboratories	Industrial cleaners	6105427 · Garage supplies	148.56

Lawson Products	Garage supplies	6105427 · Garage supplies	94.05
O'Bryan, David	Decals/lettering	6105427 · Garage supplies	135.00
Salt River Electric	Set 4 poles - Howardstown area	6105469 · Signs & Posts	600.00
Total 02 Road Fund			1,065.59
03 Jail Fund			
Cardmember	Accident report	5101445 · Office Supplies	10.00
USPS	Postage	5101445 · Office Supplies	196.00
Total 03 Jail Fund			206.00
13 Solid Waste Fund			
Hillyard	Trash bags	5215315 · Roadside Cleanup	315.24
Total 13 Solid Waste Fund			315.24
15 Landfill Fund			
Irving Materials Inc.	Flow meter install	5210581 · Leachate Maintenance	359.00
Kimberland, David	Office cleaning Aug 2015	5210329 · Maintenance Contracts	475.00
Total 15 Landfill Fund			834.00
Total Additional Bills			**$14,536.95**

NELSON COUNTY FISCAL COURT
PrePaid Bills and Upcoming Transfers for Court Approval
September 1, 2015

Fund/Vendor	Description	Account	Amount
Road Fund			
County Clerk	Chester Hahn Cul-de- Sac	6105431 · Fences and Right of Way	$ 20.00
EMS Fund			
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	311.37
Solid Waste Fund			
Kimball Midwest	Thread lock	5215427 · Garage supplies	36.03
Less Discount			(0.36)
TOTAL PAID BILLS			**$ 363.93**

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ORDINANCE - PROPERTY TAX RATES (SECOND READING)

The following ordinance is approved after a second reading on motion of Sam Hutchins, second of Jeff Lear, and by affirmtive vote of all Court members:

ORDINANCE RELATING TO THE SETTING OF PROPERTY TAX RATES TO FUND THE 2015-2016 BUDGET OF THE COUNTY OF NELSON

WHEREAS the County adopted a budget for the 2015-2016 fiscal year on June 9, 2015; and

WHEREAS property tax rates to fund the said budget could not be adopted prior to the County's receipt of the State Local Finance Officer's Certification of the Maximum Permissible Revenue from ad valorem taxes in accordance with KRS 68.245, which was received July 24, 2015; and

WHEREAS the said certification establishes compensating and maximum tax rates for the County;

NOW THEREFORE BE IT ORDERED BY THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY:

SECTION ONE: There is levied for the year 2015 the ad valorem tax rates per $100.00 assessed valuation on all taxable property with the County for General Fund as indicated:

PROPERTY	RATE	GROSS ESTIMATED REVENUE
Real Estate	14.30	$ 3,511,691
Personal Property	15.14	217,367
Motor Vehicles	16.10	489,930
Franchise Co. R.E.	14.00	27,217
Franchise Co. Per.	15.14	90,827
Distilled Spirits	15.14	661,537
Water Craft	16.10	12,379
Bank Deposits	.025 on deposits	Varies
Aircraft	01.50	154
TOTAL ESTIMATED TAX REVENUE		$ 5,011,102

SECTION TWO: The said revenues shall be expended in accordance with the provisions of the budget adopted by the Fiscal Court of the County of Nelson on June 9, 2015.

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

SECTION FOUR: This Ordinance becomes effective immediately upon passage and publication.

NELSON FISCAL COURT

Jim Watts

Nelson County Judge Executive

ATTEST:

Nelson County Clerk

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PLANNING AND ZONING ORDINANCE AMENDMENT (SECOND READING)

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON
NELSON FISCAL COURT
ORDINANCE NO. 930.1-4

An Ordinance Amending and Adopting as Amended Zoning Regulations and Fee Schedule

WHEREAS, on August 11, 2015, the Joint-Planning Commission of Nelson County, Kentucky held a special meeting and public hearing under the provisions of KRS Chapter 100, and after careful consideration on the same date, the Commission voted to approve and recommend for approval to the Fiscal Court of Nelson County the amendment of certain provisions of the Nelson County Zoning Regulations and Fee Schedule;

NOW, THEREFORE, BE IT ORDAINED and AMENDED by the Fiscal Court of Nelson County, Commonwealth of Kentucky:

1. **Temporary Structures**

Purpose: To define temporary structure, clarify setbacks for such structures, and eliminate the Zoning Compliance Permit requirement for temporary structures.

- Amend Article 5: Definitions to add:

  Temporary Structure: An accessory structure that is removed within a specified time period. The time period for a temporary structure shall not exceed six (6) months in any calendar year. The activity or use for which the temporary structure was constructed or installed shall comply with the use regulations of the zoning district in which it is located. The structure shall comply with all applicable regulations set forth in the Zoning Regulations, including but not limited to parking, outdoor sales and display, unloading/loading, setbacks, height, etc. A temporary structure may include fireworks stands, tent sales, special promotion sales, portable storage units (PODS), greenhouses, swimming pools, and similar uses.

- Amend Section 3.2B: Zoning Compliance Permit Exceptions to add:

  (6) Temporary accessory structures. No zoning compliance permit shall be required for temporary structures, as defined in Article 5 of these Regulations. Such structures shall comply with height, setback, and separation requirements as set forth in Section 9.4 of this Ordinance.

- Amend Section 9.4: Location & Height of Agricultural, Accessory, and Temporary Structures to add:

  C. Temporary Accessory Structures. Unless otherwise set forth in these Regulations, temporary structures shall comply with all height and setback requirements of accessory structures set forth above in Section B above.

2. **<u>As-Built Footer Survey</u>**

Purpose: To amend Zoning Compliance Permit requirements to require an as-built footer survey for (1) professional office, commercial, and industrial uses and (2) any structure requiring a variance

- Amend Section 3.2: Application for Zoning Compliance Permits to add and change:

  J. For professional office, commercial, and industrial structures and any structure requiring a variance, an as-built footer survey signed and stamped by a licensed land surveyor and certifying the final setbacks of the structure; and,
  K. Any additional documentation necessary to determine compliance with applicable laws, rules, and regulations.

3. **<u>Variances</u>**

Purpose: To amend the variance finding requirements to be consistent with KRS

- Amend 4.3B Variances as follows:

Variances:

(1) To hear and decide on applications for variances. The Board of Adjustment may impose any reasonable conditions or restrictions on any variance it decides to grant. Before any variance is granted, the Board of Adjustment must find that the granting of the variance will not adversely affect the public health, safety or welfare, will not alter the essential character of the general vicinity, will not cause a hazard or a nuisance to the public, and will not allow an unreasonable circumvention of the requirements of these Regulations. In making these findings, the Board of Adjustment shall consider whether:

(a) The requested variance arises from special circumstances which do not generally apply to land in the general vicinity, or in the same zone;

(b) The strict application of the provisions of the regulation would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant; and,
(c) The circumstances are the result of actions of the applicant taken subsequent to the adoption of the Zoning Regulations from which relief is sought.

(2) The Board of Adjustment shall deny any request for a variance arising from circumstances that are the result of the willful violations of the Zoning Regulations by the applicant subsequent to the adoption of the Zoning Regulations from which relief is sought.

4. **Conditional Use Permits**

Purpose: To amend the CUP finding requirements to be consistent with KRS

- Amend 4.3C Conditional Use Permit as follows:

Conditional Use Permits: To hear and decide applications for conditional use permits to allow for the proper integration into the community of uses which are specifically named in the Zoning Regulations which may be suitable only in specific locations in the zone only if certain conditions are met. Neither the approval or existence of a conditional use shall be deemed to alter the basic character of the area in which it is located and shall not be admissible for evidentiary purposes for any rezoning request. All requests for conditional use permits shall meet the following mandatory requirements as well as being reviewed for the requirements, if any, listed for the conditional use in each specific zone under "conditional uses permitted":

(1) The proposed use must blend in with surrounding uses and is not a detriment to the area;
(2) Adequate public or private utilities are provided on site to serve the particular needs of the specific use proposed;
(3) Traffic circulation is adequate both to and from the site;
(4) Adequate parking and traffic flow areas are provided on site; and
(5) [When necessary to insure compliance with the forgoing requirements, limitations may be placed on the hours of operation and/or on the duration of the permit] Any conditions the BOA deems necessary to ensure compatibility and appropriateness of the proposed use with the surrounding properties.

5. **Distilled Spirits Storage in A-1 Zoning**

Purpose: To allow distilled spirit storage buildings as permitted OR conditional use in A-1

- Amend Article 5: Definitions to add:

  Distilled spirits: Any product capable of being consumed by a human being which contains alcohol in excess of the amount permitted by KRS Chapter 242 obtained by distilling, mixed with water or other substances in solution, except wine, hard cider, and malt beverages.

- Amend Section 6.1A: Principal Uses Permitted to add:

  Distilled spirits storage buildings. This use shall meet the following mandatory requirements: (1) the site shall be a minimum 100 acres; (2) the construction type shall be limited to rack supported structures protected throughout by an automatic fire suppression system (sprinklered); (3) the maximum size of any single structure shall not exceed a footprint of 40,000 square feet, excluding stairwells and open docks, and shall not exceed 60 feet in height; (4) all structures shall be set back a minimum of 200 feet from property lines; and, (5) at least 25 percent of the property shall be dedicated to agricultural uses as defined in KRS 100 and/or preserved as a conservation area.

6. **Single-Wide Manufactured Homes in A-1 Zoning**

Purpose: To delete Section 6.1C(7) requiring a conditional use permit for a single-wide manufactured home as the principal or accessory use on parcels of 1 acre or more amend Section 6.1A to allow a single-wide manufactured home on 1+ acre as a permitted use and 6.1B to allow an accessory single-wide manufactured home on 2+ acres

- Delete Section 6.1C7 and leave as intentionally omitted
  (7) Intentionally omitted

- Amend Section 6.1A: Principal Uses Permitted to add:

  A Single-wide manufactured home (mobile home) with one dimensional width, when finally installed, of 18 feet or less, on lots or parcels of one (1) acre[s] or greater.

- Amend Section 6.1B: Accessory Uses Permitted to add:

  An accessory single-wide manufactured home (mobile) with one dimensional width, when finally installed, of 18 feet or less, on lots or parcels of two (2) acres or greater.

7. **Event Facilities in A-1 Zoning**

Purpose: To allow event facilities as a conditional use permit in A-1 zoning.

- Amend Article 5: Definitions to add:

  Event Facility: A facility located on private property and allowing meetings, weddings, receptions, or other related events or gatherings.

- Amend 6.1C Conditional Uses Permitted to add:

  (12) Event facilities allowing meetings, weddings, receptions, and other related events or gatherings on private property. Prior to the approval of a conditional use permit hereunder, the BOA must consider the impact of the proposed use upon surrounding properties and insure that the character of the area is protected. This type of establishment shall not be considered as altering the agricultural or residential character of its particular area and shall not be justification for zoning map amendments. Any conditional use permit issued hereunder must meet the mandatory requirements for approval set out in KRS 100.237 and Section 4.3C of this Ordinance as well as the following mandatory requirements: (1) the facility shall involve one structure not exceeding 2,500 square feet in size; (2) no more than one event per day shall be allowed, and frequency of events on monthly and annual basis shall be based on the capacity of the site and shall be specified in the application; (3) the maximum number of guests shall be based on the capacity of the site and structure and shall be specified in the application, but the maximum number of guests shall be limited to 300 guests at any one event; (4) if a facility is located within 100 feet from the property line of an adjoining residential use, no event shall take place outside the hours of 7:00 a.m. and 12:00 a.m.; (5) all driveways must be approved for commercial use through an entrance/encroachment permit by the appropriate agency; (6) parking areas must comply with the standards set forth in the Zoning Regulations, and these areas must be set back a minimum of 100 feet from any adjoining residential structures and must be buffered by solid screening; (7) the design of the facility shall include features that acoustically shield any noise from the surrounding property; (8) all exterior structure and site lighting shall be limited to full-cutoff fixtures and light intensity shall not exceed 0.5 foot candles at the property line adjoining agricultural and residential use and zoning or 1.0 foot candles adjoining any non-residential zoning or use to minimize glare and trespass onto adjoining properties; and (9) As part of the application process, the property owner shall agree that if the use ever exceeds the conditions of an approved permit, the property owner must take the necessary steps to come into compliance, cease operations, and/or relocate to an appropriately zoned location.

8. **Agricultural Enterprises in A-1 Zoning**

Purpose: To allow agricultural enterprises as a conditional use permit in A-1 zoning.

- Amend Article 5: Definitions to add and change:

  Agricultural Enterprise: A commercial enterprise at a working farm or agricultural operation, as defined in Article 5 of these Regulations, conducted for the enjoyment of visitors that generates supplemental income for the owners. These uses include: agricultural tourism uses providing visitors with enjoyment, education, or active involvement in the activities of the farm or operation; on-farm markets selling agricultural products or value-added agricultural products directly to the consumer; roadside or farm stands where the farmer sells agricultural and value-added agricultural products directly to consumers at a stand or kiosk located on the farm; and, agricultural plant where the value-added processing of agricultural products occurs.

  Agricultural Operation: The use of land for agricultural, farming, dairying, or stock raising in which a minimum of five (5) acres is used, as defined in KRS 100.111.

  Roadside Stand: A structure designed or used for the display or sale of agricultural or [~~other~~]value-added agricultural products grown or produced on the premises directly to the consumers at a stand or kiosk located on the farm. Also referred to as farm stand.

  Value-Added Agricultural Products: Any product derived from an activity or process that allows farmers to retain ownership and that alters the original agricultural product or commodity for the purpose of gaining a marketing advantage. Value-added may include bagging, packaging, bundling, pre-cutting, cooking, chilling, and other processes to alter the original agricultural product to a finished product.

- Amend 6.1C Conditional Uses Permitted to delete roadside stand and replace with agricultural enterprises:

  (1) Agricultural enterprise as defined in Article 5 (Definitions): Prior to the approval of a conditional use permit hereunder, the BOA must consider the impact of the proposed use upon surrounding properties and insure that the character of the area is protected. This type of establishment shall not be considered as altering the agricultural or residential character of its particular area and shall not be justification for zoning map amendments. Any conditional use permit issued hereunder must meet the mandatory requirements for approval set out in KRS 100.237 and Section 4.3C of this Ordinance as well as the following mandatory requirements: (1) the subject property must be a minimum five (5) acres and must be used as a working farm or agricultural operation, as defined in Article 5 of the Definitions; (2) the use must be owned and operated by the property owner and any resident employees; (3) the enterprise must use or add value to agricultural products grown or produced on the subject property and shall not involve products grown or produced off-site, unless the off-site property is owned by the conditional use permit applicant/owner; (4) the use shall have no more than five (5) non-resident employees solely employed in the agricultural enterprise; (5) the use shall have an approved entrance and meet parking standards, as forth in these Regulations; (6) the use shall have specific plan for noise mitigation; (8) the use shall maintain the viewshed along the public right-of-way; (7) the use shall be limited to an approved development plan, as defined in Article 5 of these Regulations; (8) the use shall be limited to one (1) structure, not exceeding 2,500 square feet in gross floor area, unless otherwise determined by the BOA, and such structures shall be constructed to blend with the rural character of the area; (9) the use must have specified hours /seasons of operation and maximum number of events and participants; (10) the use shall not involve the retail sale of any products grown, produced, or processed off-site; and (11) As part of the application process, the property owner shall agree that if the use ever exceeds the conditions of an approved permit, the property owner must take the necessary steps to come into compliance, cease operations, and/or relocate to an appropriately zoned location.

9. **Residential Lot Size in A-1 Zoning**

Purpose: To delete Section 6.1C(12) requiring a CUP for subdividing lots less than 5 acres and amending Section 6.1E to allow the exception as a permitted area requirement.

- Amend 6.1C Conditional Uses Permitted is deleted.
- Amend 6.1E Dimension and Area Requirements to add:

(1) Dimensional & Area. Unless otherwise allowed herein, the following dimension and area requirements apply:

Standard	Requirement
Lot Area (minimum)	217,800 square feet Note: Subject to the provisions of Sections 6.1E(2) below and D(1) above.

(2) Minimum Lot Area Exception. The minimum lot area may be reduced to one (1) acre (43,560 square feet) for no more than one (1) lot being subdivided from a parent tract as defined in Article 5: Definitions of these Regulations. This division must meet the following minimum standards:

(a) The residual or remaining portion of the parent tract must meet the minimum dimension and area requirements above, unless otherwise rezoned to an appropriate zoning divisions that allows such divisions, and,
(b) The proposed division does not adjoin, along a public roadway, a lot less than 5 acres in size in order to maintain the rural character

10. **R&D Facilities, Corporate Headquarters in I-1 & I-1M Zoning**

Purpose: To all research and development, corporate headquarters, regional headquarters, and administrative offices as permitted uses in I-1 and I-1M

- Amend Section 6.17A and 6.18A: Principal Uses Permitted to add:

Research and development facilities, corporate headquarters, regional headquarters, and administrative offices. These facilities may be part of a manufacturing use or stand-alone facilities and shall be located within a platted industrial park. These facilities shall not be located on individual properties located outside of a platted industrial park. If such facilities are not part of a manufacturing facility and are stand-alone, then the facility shall be located on minimum five (5) acre site.

11. **Agricultural, Accessory, & Temporary Structure Location, Height, & Setbacks**

Purpose: To add Section 9.4A to clarify height and setback requirements for agricultural structures and to amend Section 9.4B to clarify height and setback requirements for accessory structures.

- Amend Section 9.4: Location and Height of Accessory Building to changed to:

9.4 Location And Height Of Agricultural, Accessory, and Temporary Structures

A. Agricultural Structures.

(1) Height. Height restrictions shall not apply to agricultural structures.

(2) Separation & Setbacks. Agricultural structures shall not be located within any required front yard setback. The minimum rear and side yard setbacks for accessory structures shall be five (5) feet. An agricultural structure must be set back a minimum of six (6) feet from any principal structure located on the property.

B. Accessory Structures.

(1) Height. Accessory structures shall not exceed the height of the principal structure and shall be subordinate in scale to the principal structure. In cases where the accessory structure is installed or constructed prior to the principal structure, the accessory structure shall be subordinate and shall comply with maximum height provision for the specific zoning district in which the accessory structure is located. Commercial or industrial accessory buildings must meet the height requirements for principal use structures.

(2) Setbacks. Accessory structures shall not be located within any required front yard setback. The minimum rear and side yard setbacks shall be five (5) feet. If an accessory structure is located along a platted alley, the minimum rear and side yard setback along a platted alley shall be six (6) feet. However an accessory building may be constructed up to a side or rear lot line, not an alley lot line, by common consent of the adjoining property owners concerned and applicable utility interests where easements apply, such consent to be evidenced in writing, signed and sworn to before a Notary Public and filed in the office of the administrative official of the Planning Commission. Commercial or industrial accessory buildings must meet the height and setback requirements for principal use structures.

(3) Separation. A detached accessory structure must be separated from the principal structure by six (6) feet, as measured between the eaves of both structures. If the accessory structure is less than six (6) feet from the principal structure or if it is erected as part of or attached to the principal structure or connected thereto by a breezeway or other similar structure, then the accessory structure must comply with all yard setback requirements for a principal structure in the applicable zoning district.

12. <u>Height Exceptions</u>

Purpose: To amend Section 9.10B to add structures for height exceptions and eliminate requirement for variance for such structures if under 75 feet in height

- Amend Section 9.10: Exceptions to change:

  Height Exceptions: Height regulations apply to [buildings] structures occupied regularly by persons or their activities [and to signs]. They do not apply to other structures or portions of buildings such as radio towers, church or ornamental spires, cupolas, domes, belfries, observation, hose, cooling, or water towers, silos, windmills, chimneys, smokestacks, derricks, conveyors, barns or other agricultural structures, grain elevators, or other manufacturing structures requiring greater height, and flag poles which are not occupied regularly by persons except for maintenance unless otherwise stipulated in the Zoning Regulations. No such structure, however, shall exceed 75 feet without approval of the Board of Adjustments. The Board of Adjustments shall interpret whether or not height regulations apply upon application by the administrative officer in doubtful cases. Federal Aviation Agency and Kentucky Airport Zoning Commission height regulations in the vicinity of the airport shall take precedence over all other height regulations.

13. <u>Permit Exceptions</u>

Section 9.10C is deleted as it is repetitive language to Section 3.2B and it eliminates any signage reference.

14. <u>Amendment Procedures</u>

Purpose: To amend text amendment process to mirror KRS 100 and to amend zoning map amendment (zone change) process to allow alternative process to reduce timeframe for consideration from:

Legislative Body	Current Zone Change Process	Proposed Zone Change Process
Nelson County	90 days	61 days

City of Bardstown	69 days	*No ordinances and publication
Cities of Bloomfield, Fairfield, & New Haven	101 days	

- Amend Article 13: Amendment Procedures to change:

13.1 Zoning Regulations Text Amendment

A. Text Amendment Proposal.

A Zoning Regulations text amendment may originate with the Planning Commission or with the Fiscal Court or legislative body.

B. Planning Commission Public Hearing & Consideration.

Regardless of the origin of the proposed text amendment, the text amendment shall be referred to the Planning Commission before adoption. The Planning Commission shall hold at least one (1) public hearing after notice as required by KRS Chapters 100 and 424 and make a recommendation as to the text of the amendment and whether the amendment shall be approved or disapproved and shall state the reasons for its recommendation. In the case of a proposed amendment originating with the Fiscal Court or legislative body, the Planning Commission shall make its recommendation within sixty (60) days of the date of its receipt of the proposed amendment.

C. Fiscal Court or Legislative Body Action.

Identical zoning regulations among the legislative bodies are not required. Each legislative body may each act independently of the other to amend the Zoning Regulation within its respective area of jurisdiction. The legislative body shall not act upon a proposed text amendment until it has received the written recommendation from the Planning Commission. It shall take an affirmative vote of the majority of the Fiscal Court or legislative body to adopt the proposed amendment. The legislative body shall take final action within ninety (90) days of the date upon which the Planning Commission takes its final action upon such proposal.

13.2 Zoning Map Amendment (Zone Change)

A. Zoning Map Amendment Proposal.

A proposal for a zoning map amendment may originate with the Planning Commission, Fiscal Court, legislative body, or owner of the property in question.

B. Planning Commission Public Hearing & Consideration.

(1) Public Hearing. Regardless of the origin of the proposed zoning map amendment, it shall be referred to the Planning Commission before adoption. The Planning Commission shall then hold at least one (1) public hearing after notice as required by KRS Chapters 100 and 424.

(2) Consideration. The Planning Commission shall make findings of fact and a recommendation of approval or disapproval of the proposed zoning map amendment to the appropriate Fiscal Court or legislative body. The findings of fact and recommendation shall include a summary of the evidence and testimony presented by the proponents and opponents of the proposed amendment.

(3) Findings of Fact. Before any zoning map amendment is granted, the Planning Commission or Fiscal Court or legislative body must find that the map amendment is

in agreement with the adopted Comprehensive Plan, or in the absence of such a finding, that one (1) or more of the following apply and such finding shall be recorded in the minutes and records of the Planning Commission or Fiscal Court or legislative body:

(a) The original zoning classification given to the property was inappropriate or improper, and that the proposed classification is proper, and
(b) That there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the adopted Comprehensive Plan adopted by the Planning Commission and which have substantially altered the basic character of the area.

(4) Voting. A tie vote shall be subject to further consideration by the Planning Commission for a period not to exceed thirty (30) days, at the end of which, if the tie has not been broken, the application shall be forwarded to the Fiscal Court or legislative body without a recommendation of approval or disapproval.

C. Final Action

The Planning Commission recommendation relating to the proposed zoning map amendment shall become final and the map amendment shall be automatically implemented subject to the provisions of KRS 100.347, as set forth in the Planning Commission recommendations, unless within twenty-one (21) days after the final action by the Planning Commission:

(a) Any aggrieved person files a written request with the Planning Commission that the final decision shall be made by the appropriate legislative body; or
(b) The appropriate legislative body files a notice with the Planning Commission that the legislative body shall decide the map amendment.

If the legislative body chooses to decide the map amendment, the legislative body shall take final action upon a proposed zoning map amendment within ninety (90) days of the date upon which the Planning Commission takes its final action upon such proposal. The legislative body shall also notify the Planning Commission as to when the proposed map amendment will be heard by the legislative body prior to the legislative body's final action. It shall take a majority of the entire legislative body to override the recommendation of the Planning Commission and it shall take a majority of the entire legislative body to adopt a zoning map amendment whenever the Planning Commission forwards the application to the legislative body without a recommendation of approval or disapproval due to a tie vote. Unless a majority of the entire legislative body votes to override the Planning Commission's recommendation, such recommendation shall become final and effective and if a recommendation of approval was made by the Planning Commission, the ordinance of the legislative body adopting the zoning map amendment shall be deemed to have passed by operation of law.

15. **Fee Schedule Amendments**

- Eliminate $50 Conditional Use Permit annual review fee
- Reduce Planning Commission special meeting fee from $2,000 to $1,000
- Delete City of Bardstown sign permit and related fee
- Delete Certificate of Appropriateness fee schedule
- Delete Historic District Design Standards Manual copy fee

THAT this Ordinance shall take effect and be in full force upon passage and publication.

Given First Reading at a Regular Meeting of the Fiscal Court of Nelson County, Kentucky on the 18th day of August, 2015. Approved on motion of Bernard Ice, second of Sam Hutachins.

Fiscal Court Orders

Adopted this 1st day of September, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

Jim Watts

County Judge/Executive

ATTEST:

Nelson County Clerk

*** ***** ***

PLANNING AND ZONING ORDINANCES (SECOND READING)

Francis Leo Cambron KOC NUMBER 920.697

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 R-1A, SINGLE FAMILY RESIDENTIAL DISTRICT TO BE REZONED AS A-1, AGRICULTURE DISTRICT.

WHEREAS, the Joint City-County Planning Commission of Nelson County, Kentucky, on July 28, 2015 held a public hearing under the provisions of KRS Chapter 100, and after careful consideration, the Commission on July 28, 2015, voted to approve and recommend the amendment to the Fiscal Court of Nelson County.

WHEREAS, the Court held a first reading on August 18, 2015 and after due advertisement held a second reading and adoption on September 1, 2015, and after due consideration,

UPON MOTION OF Jeff Lear, SECONDED BY Keith Metcalfe, AND A VOTE BEING HAD AND THE COUNTY JUDGE ANNOUNCING THAT THE MOTION CARRIED,

NOW THEREFORE BE IT ORDAINED BY THE FISCAL COURT OF NELSON COUNTY, COMMONWEALTH OF KENTUCKY:

SECTION I: Boundaries of the district as shown on district map entitled "ZONING MAP, CITIES OF BARDSTOWN, BLOOMFIELD, FAIRFIELD, NEW HAVEN AND NELSON COUNTY, KENTUCKY" be and the same are hereby amended for reasons adopted and stated in the recommendation of the Joint City-County Planning Commission all of which is made a part hereof as if fully set out herein, including the letter of recommendation dated August 4, 2015, from the said Joint City-County Planning Commission of Nelson County to the Nelson County Fiscal Court, so that the following described property of Francis Leo Cambron, is presently R-1A, Single Family Residential District be and the same is placed as A-1, Agriculture District and said property is described as follows:

"Beginning at an existing iron pin in the west line of Lenore Road (KY 2739) at the southeast comer of Jerry Smith (DB 279 - P 222); thence, with the west line of the road, 20' from and parallel to the centerline, S 36 degrees 59'20"E - 50.00' to an existing iron pin comer to Tract 11 of Saddlebrook Park Phase 4 (Plat Cbt. 16 - Slot 162); thence, with Tract 11, S 53 degrees 05'58"W - 258.77' to an existing iron pin; thence, with division lines of Cambron, S 53 degrees 05'58"W -188.15' and S 85 degrees 00'10"W - 113.45' to an existing iron pin comer to Antonio Travis (DB 505 - P 781); thence, with Travis, S 85 degrees 00' 10"W - 1221.69' to an existing iron pin comer to Tract 3 of Saddlebrook Park - Phase 1 (Plat Cbt. 12 - Slot 55); thence, with Tract 3, N 09 degrees 18' 52"E - 525.56' to an existing iron pin in the south line of Private Road A of Saddlebrook Park Phase 1; thence, with the south line of Road A, with a curve to the left of radius 50.00', an arc distance of 12.91' (Chord: N 04 degrees 41 '51"E -12.87'), N 87 degrees 17'52"E - 1131.26' and N 58 degrees 59'00"E -120.15' to a point; thence, with a division line of Cambron, S 29 degrees 21 '38"E - 173.54' to an existing iron pin comer to Jerry Smith; thence, with Smith, S 38 degrees 54' 12"E - 208.70' to an existing iron pin and N 53 degrees 05'58"E - 208.70' to the point of beginning containing 16.36 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.

Adopted this 1st day of September, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

County Judge/Executive

ATTEST:

Nelson County Court Clerk

Donald B Mudd KOC NUMBER 920.698

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 A-1, AGRICULTURE DISTRICT TO BE REZONED AS R-1A, SINGLE FAMILY RESIDENTIAL DISTRICT.

WHEREAS, the Joint City-County Planning Commission of Nelson County, Kentucky, on July 28, 2015 held a public hearing under the provisions of KRS Chapter 100, and after careful consideration, the Commission on July 28, 2015, voted to approve and recommend the amendment to the Fiscal Court of Nelson County.

WHEREAS, the Court held a first reading on August 18, 2015 and after due advertisement held a second reading and adoption on September 1, 2015, and after due consideration,

UPON MOTION OF Jeff Lear, SECONDED BY Jerry Hahn, AND A VOTE BEING HAD AND THE

Fiscal Court Orders

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 August 4, 2015, from the said Joint City-County Planning Commission of Nelson County to the Nelson County Fiscal Court, so that the following described property of Donald B. Mudd, is presently A-1, Agriculture District be and the same is placed as R-1A, Single Family Residential District and said property is described as follows:

> Beginning at a found ½ inch rebar (no cap) in the north right-of-way line of Stonehouse Road (40' right-of-way), comer to a tract of land conveyed to Donald B. and Debbie S. Mudd of record in Deed Book 326, Page 592 in the Office of the Clerk of Nelson County, Kentucky; thence with the north right-of-way line of Stonehouse Road the following two calls: north 89 degrees 43'22" west 133.43 feet; thence with a curve turning to the left with an arc length of 139.38 feet, a radius of 200.98 feet, a chord bearing of south 72 degrees 06' 11" west, and a chord length of 136.60 feet to a found 5/8 inch rebar with cap stamped "Hibbs 2981" in the north right-of-way line of Stonehouse Road, comer to a tract of land conveyed to Thomas E. and Linda B. Reynolds of record in Deed Book 230, Page 747 in the Clerk's office aforesaid; thence leaving the north right-of-way line of Stonehouse Road and running with the east line of said Reynolds, north 14 degrees 38' 10" west 428.08 feet to a found wood post in concrete, comer to said Reynolds and in the south line of a tract of land conveyed to Patrick R. and Carolyn Welch of record in Deed Book 377,Page 288 in the Clerk's office aforesaid; thence with the south line of said Welch, south 86 degrees 30'32" east 395.57 feet to a found ½ inch rebar (no cap) on the north side of a 36" oak in the south line of said Welch, comer to said Mudd, and comer to a tract ofland conveyed to Kenneth Richard Welch of record in Deed Book 377, Page 289 and Deed Book 455, Page 463 in the Clerk's office aforesaid; thence with the west line of said Mudd, south 03 degrees 48'48" west 349.54 feet to the point of beginning, having an area of 2.800 acres or 121,981.1 square feet.

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.

Adopted this 1st day of September, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

Jean Watts

County Judge/Executive

ATTEST:

Elaine A. Filiatreau

Nelson County Court Clerk

Sept. 1, 2015
REGULAR SESSION OF NELSON FISCAL COURT

SOIL CONSERVATION DISTRICT TAX RATE - 2015

August 14, 2015

Nelson County Fiscal Court
1 Court Square
Bardstown, Ky. 40004
Attn: Dean Watts, Judge Executive

Dear Judge Watts and Fiscal Court Members:

The Nelson County Conservation District Board of Supervisors voted Monday, July 6, 2015, to raise their Conservation District tax rate the allowable 4%. We are raising it from .005 to .0052 per $100.00. Please let us know if we have figured it wrong and the 4% is not .0052. I will wait to hear from you, before we notify the Property Valuation Administrator and Nelson County Sheriff. If I haven't heard from you by the 28th of August, I will send them their notification.

Gale Hundley, our Administrative Secretary is on vacation, the week of August 17th, so if you need to get in touch with us, please wait until the week of the 24th.

The tax is on Real Estate only.

If you have any questions, comments or changes, please contact me at 502-348-3363, extension 3.

Sincerely,

for Gale Hundley
Thomas A. Hart, Chairman
Nelson County Conservation District

Nelson County Conservation District
2001 Buchannan Blvd. - Bardstown, Kentucky 40004 - Phone (502) 348-3363

August 27, 2015

Dean Watts, Nelson County Judge
1 Court Square
Bardstown, Ky. 40004

Dear Judge Watts,

The Nelson County Conservation District has been on a millage tax for all real property in Nelson County since 1989 at a rate of 0.005. The Conservation District has always been able to generate enough funding to sustain programs and meet our goals and have never asked for an increase of any kind. Furthermore the District has used all carryover in the past 5 years to balance their budget. We have never had savings or a "rainy day "fund.

In the last 5 years there has been a drastic decrease in both the support and direct aid funds that we receive from the state and an increase in workload and great demand for our services. This has required the District to make deep cuts in the operating budget and drop programs that are very important to their mission. Without an increase we may have to make cuts in vital personnel.

Therefore – the Conservation District Board met on July 6, 2015 and voted to take the allowable 4% increase this year as stated in KRS 132.027. The 2015 Equalized Assessment is $2,455,728,237. Multiply that by our rate of .005 and our 2015 revenue would be $122,786.41. With the allowable 4% increase our revenue will be $127,697.86. This would be an increase of $4,911.45 allowing us to avoid layoffs and reinstate programs that have been cut.

This decision did not come lightly and the District Board knows the responsibility of handling taxpayer funds. As a Special Purpose Government Entity the Conservation District adheres to all

reporting requirements of the State Auditor and Department of Local Government as well as those reports required under KRS 262.200 and submitted to the Nelson County Fiscal Court.

We are aware that we are required to advertise and hold a hearing for public comment and will adhere to all requirements. We would be happy to answer any questions that you may have regarding this issue. You may contact the office at 502-348-3363, extension 3.

Sincerely,

Thomas A. Hart, Chairman
Nelson County Conservation District

*** ***** ***

DEPARTMENT REPORTS

**ROAD DEPARTMENT

STATE RESURFACING RESOLUTION/AGREEMENT - On motion of Keith Metcalfe, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following resolution and agreement related to resurfacing by the Kentucky Transportation Dept. of Highways of certain roads in Nelson County:

RESOLUTION

Fiscal Court of Nelson County

Resolution adopting and approving the execution of a Memorandum of Agreement between the Nelson County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of $200,000 for the Project, and

Be it resolved by the Fiscal Court that:

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

The 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 Fiscal Court of Nelson County is hereby authorized and directed to certify thereto.

COMMONWEALTH OF KENTUCKY, NELSON COUNTY

I, Elaine A Filiatreau, Fiscal Court 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 1st day of September, 2015.

PRINTED NAME Elaine A Filiatreau

SIGNED NAME Elaine A Filiatreau
FISCAL COURT CLERK OF NELSON COUNTY

NELSON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
$200,000 – FD39 FUNDS

AGREEMENT BETWEEN COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS AND NELSON COUNTY

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the "**Department,**" and Nelson County, 1 Court Square, P.O. Box 578, Bardstown, KY 40004, hereinafter referred to as the Local Public Agency ("**LPA**").

WITNESSETH:

WHEREAS, the parties hereto desire to resurface various county roads in Nelson County, which shall hereinafter be referred to as the "**Project;**"

WHEREAS, the **LPA** desires to be the lead agency and perform this **Project** to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the **LPA** shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the **LPA** has asked the **Department** for funding assistance for costs incurred during this **Project**;

WHEREAS, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LPA** up to $200,000 in state contingency funding (FD39) for the completion of this **Project**; and

WHEREAS, any cost in excess of the reimbursement funding ($200,000) for this **Project** will be the responsibility of the **LPA**.

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

1. The **Department** agrees to reimburse the **LPA** up to $200,000 for completion of work by the **LPA**, or consultants, contractors, or subcontractors hired by the **LPA**, under the obligations of this Agreement for the following **Project:**

   To resurface the following various county roads:

   - Patton Road (CR 1234) from 0.066 mile northwest of Rolling Fork Church Road extending southeasterly to 0.615 mile southeast of Rolling Fork Church Road for approximately 0.68 mile.
   - Tom Greer Road (CR 1123) from Shewmaker Road extending northerly to Woodlawn Road for approximately 0.88 mile.

- Bennetts Lane (CR 1201) from US 62 extending southeasterly for approximately 0.79 mile.
- Hobbs Lane (CR 1307) from 0.809 mile southeast of KY 509 extending southeasterly to 1.913 miles southeast of KY 509 for approximately 1.1 miles.
- Stevens Lane (CR 1053) from 1.059 miles west of KY 55 extending westerly to Simpson Creek Road for approximately 1.19 miles.

This **Project** is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. The **LPA** may choose to resurface any of the roads listed above at their own discretion, however, any ineligible costs, costs in excess of $200,000 or any road not listed above is the responsibility of the **LPA**.

2. The **Department** has authorized up to $200,000 in state contingency funding (FD39) for all eligible expenses for this **Project**. This funding shall be made available for reimbursement to the **LPA** for all eligible expenses to the **Project**. The **LPA** shall be responsible for all eligible costs above the $200,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.

3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied, the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.

4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **LPA** for eligible work activities completed and costs incurred prior to expiration.

5. The **LPA** shall follow state specifications for each necessary phase of this **Project**. The **LPA** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **LPA** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 4 Office in Elizabethtown. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through the **Department's** District 4 Chief District Engineer in Elizabethtown prior to the awarding of any contract for work or materials to be used on this **Project.**

6. Should the **Project** require any design services, the **LPA** agrees to use only licensed

consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 4 Chief District Engineer in Elizabethtown. The **LPA** shall be responsible for all **Project** design activities, which may be completed either by the **LPA's** staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **LPA** shall submit and obtain concurrences to the **Department's** District 4 Chief District Engineer in Elizabethtown final design plans, specifications, and a total estimate prior to any construction. When applicable, the **LPA** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the **LPA** and the **LPA** does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the **LPA** will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the **LPA** believes to be the fair market value of the property based upon a fair market value appraisal approved prior to any offer by the **Department**, Division of Right of Way and Utilities. The **LPA** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.

8. The **LPA** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 4 Office in Elizabethtown. The **LPA** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **LPA**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

9. The **LPA** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed

and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, edition of 2012, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

12. The **LPA** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **LPA** shall be responsible for all **Project** construction activities, which may be completed either by the

LPA's staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the **Department.** The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **LPA** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **LPA** as a result of this Agreement.

13. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the **LPA** agrees as follows:

a. The **LPA** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The **LPA** further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The **LPA** agrees to provide, upon request, needed reasonable accommodations. The **LPA** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The **LPA** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The **LPA** will, in all solicitations or advertisements for employees placed by or on behalf of the **LPA**; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The **LPA** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the **LPA's** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The **LPA** will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The **LPA** will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the **LPA**'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the **LPA** may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The **LPA** will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

14. The **LPA** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **LPA** oversight, conformance with all laws, regulations, and policies and provide assistance to the **LPA** as may be necessary.

15. The **LPA** may submit to the **Department's** District 4 Office in Elizabethtown current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **LPA** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.

16. The **LPA** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **LPA** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 4 Chief District Engineer in Elizabethtown prior to final payment of the **Project**. When both the **LPA** and the **Department** accept the field work as complete, the **LPA's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **LPA** will issue the final payment to the contractor with an official Release of Contractor form for

signature. Within 30 days, the **LPA** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.

18. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 4 Office in Elizabethtown documented invoices of materials, equipment, and labor used on the **Project,** including certification that the work was accomplished on a publicly maintained facility.

19. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.

20. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.

21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

    a. The **Department** reserves the right to cancel all reimbursements under this Agreement 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 **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.

    b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the Project or cancel

its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.

c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.

22. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

23. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **LPA** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

24. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

    The **LPA** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract, shall be grounds for the **LPA's** cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

25. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

26. The **LPA** will pass a resolution authorizing the Judge/Executive to sign this Agreement on behalf of the **LPA**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the **LPA** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the **LPA** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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

NELSON COUNTY

_____

Dean Watts
Judge/Executive

DATE: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

_____

Michael W. Hancock
Secretary

DATE: _____

APPROVED AS TO FORM & LEGALITY

_____

Todd Shipp
Office of Legal Services

DATE: 8/13/15

ON-GOING - Jim Lemieux reported that salt barn membrane roof system arrived yesterday, with contractors scheduled to come in the week of Sept. 14. He also reported on bushhog work, shoulder gravelling on roads that have been overlayed, hot mix patching on various roads, and cross drain work. He also told Court members that the Woodlawn Rd. bridge work has been started by the contractor--road is closed there.

**LANDFILL/SOLID WASTE
GARBAGE TRUCK AND ROLL-OFF TRUCK PURCHASE - Bids as follows:

Nelson County Landfill Roll-Off Truck)
Bid Opening 8/~~28/15~~

Company	Type of Truck & Hoist	Bid
Kentucky Truck Sales	2016 Freightliner 108 SD with Galbreath Hoist	$137,713.00
UHL Truck Sales	2016 International 7500 SBA with Galbreath Hoist	$138,938.10
Worldwide Equipment	2016 Mack GU 813 with Galbreath Hoist	$153,989.00

Fiscal Court Orders

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Nelson County Solid Waste (Garbage Truck)
Bid Opening 8/28/15

Company	Type of Truck & Hoist	Bid
Kentucky Truck Sales	2016 Freightliner M2-106 with Leach 2RIII	$157,374.00
UHL Truck Sales	2016 International 7400 with Leach 2RIII	$157,249.70
Worldwide Equipment	2016 Mack GU 533 with Leach 2RIII	$168,187.00

*** NOTE: Freightliner 2-year warranty on Chassis**
International 1-year warranty on Chassis

Following lengthy discussion, on recommendation of Spalding and Judge Watts, and on motion of Sam Hutchins, second of Bernard Ice, and by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the purchase of two (2) roll-off trucks from Kentucky Truck Sales (2016 Freightliners at $137,713.00) and one (1) garbage truck from Kentucky Truck Sales (2016 Freightliner at $157,374.00 with 2-yr. warranty). Major considerations in awarding the garbage truck bid were the warranty and the poor performance history of Mercedes engines in trucks now owned by the County.

**EMS

Joe Prewitt told Court members that the 4-wheel drive vehicle is at the paint shop; otherwise, there is nothing new to report.

**JAIL

Jailer Dorcas Figg presented her regular jail report:

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	In House
AUG.						
Wed. 19	129	2	1	27	7	119
Thur. 20	127	2	1	27	7	117
Fri. 21	125	3	1	27	7	114
Sat. 22	127	3	1	27	4	119
Sun. 23	126	3	1	27	3	119
Mon. 24	124	3	0	27	3	118
Tue. 25	124	3	0	27	3	119
Wed. 26	122	3	0	26	8	111
Thur. 27	122	3	0	28	9	111
Fri. 28	129	3	0	28	9	117
Sat. 29	129	6	1	28	6	116
Sun. 30	130	6	1	28	6	117
Mon. 31	127	6	1	28	9	111
SEPT.						
Tue. 01	130	6	2	28	10	

WORK RELEASE	11
C/S	0
STATE SENTENCED	
CI	17
CD	11
CI SERVING WEEKENDS	1
COMMUNITY SERVICE	6
WORK RELEASE	6
CIRCUIT SENTENCE TO JAIL	5
DRUG COURT	3
HIP	0
CIRCUIT WAITING COURT	52

TOTAL OF 65 HAS NOT BEEN SENTENCED

JULY DAILY AVERAGE

	Mandays	Average
CI	638	20
CD	414	13
NELSON	2917	94
TOTAL	3969	128

NEW ARREST AND RELEASES F/JULY 2015

	MALE	FEMALE	TOTAL
ARRIVALS	155	54	209
RELEASES	140	52	192

SENTENCED INMATES	
DISTRICT COURT	11
WEEKENDS	6
WAITING COURT	13
HIP	1

NUMBER OF DAYS INMATES SERVED F/JULY 2015

DAYS	INMATES	DAYS	
1	57	16	8
2	64	17	4
3	15	18	4
4	12	19	2
5	11	20	2
6	7	21	4
7	8	22	4
8	10	23	4
9	5	24	5
10	12	25	1
11	5	26	2
12	6	27	3
13	4	28	0
14	2	29	5
15	3	30	1
		31	63

COUNTY OCCUPATIONAL TAX REPORT

Judge Watts explained to Court members that he is asked occasionally for information related to the County's occupational tax and what that revenue funds. He provided the following charts showing tax use and how it benefits city residents as well as non-city residents:

OCCUPATIONAL TAX
REVENUE/BUDGET 2016

REVENUES:		$1,187,000
EXPENDITURES:		
Administration	$ 55,600	
Economic Development	102,600	
Air Board	4,800	
EMS	255,000	
Industrial Park	200,000	
General Fund	135,000	
		$ 753,000

**** All of the Above Expenses Benefit the Entire County*

Remaining Cash Balance	$ 434,000
Carryover from 2015	86,000
Transfer to Road Fund	(450,000)
Expected Carryover to 2017	$ 70,000

ASSUMPTIONS – based on population (2010 Census) updated

1. Total Population in relation to Total Revenue (City versus Non-City)

	Total	Non-City	City of Bardstown
Population	44,530	31,597 71%	12,933 29%
Total Revenue	$ 1,187,000	$ 842,770	$ 344,230

2. Revenue in relation to Out-of-County residents employed in Nelson County

		Out-of-County (20%)	City and Non-City
Revenue	$ 1,187,000	$ 237,400	**$ 949,600**

3. Revenue in relation to Nelson County residents employed in Nelson County

	Total	Non-City	Bardstown
Population	44,530	71%	29%
Revenue (City/Non-City)	**$ 949,600**	$ 674,216	$ 275,384

COUNTY RECREATION DIRECTOR - TYLER WIMPSETT

Following review of more than thirty applications for the position of Recreation Director for Nelson County, Recreation Committee members Keith Metcalfe and Sam Hutchins, as well as Judge Watts, Tyler Wimpsett has been named Nelson County Recreation Director. Judge Watts cited his enthusiasm and people skills.

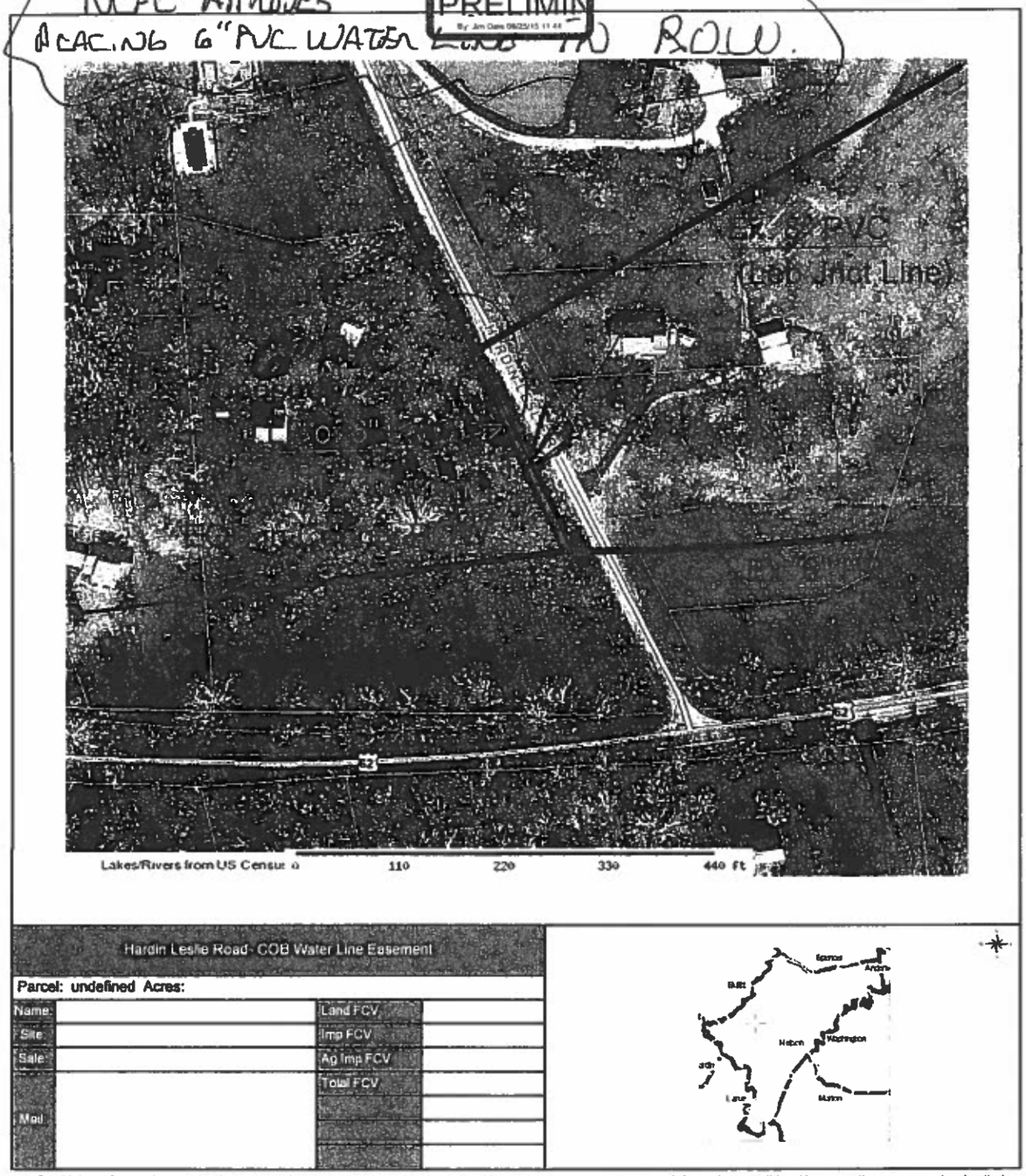
Magistrate Sam Hutchins noted that parking on the driveway at the back entrance of Dean Watts Park is prohibited as a matter of safety. Warning has been put out that vehicles parking there will be towed or ticketed.

*** ***** ***

HARDIN-LESLIE RD. WATERLINE RIGHT-OF-WAY

NCFC APPROVES PLACING 6" PVC WATER LINE IN ROW.

PRELIMIN



Hardin Leslie Road - COB Water Line Easement

Parcel: undefined Acres:

Name:		Land FCV	
Site:		Imp FCV	
Sale:		Ag Imp FCV	
		Total FCV	
Mail:			

The Nelson County Property Valuation Administrator's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER NELSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 08/20/15 : 16:20:02

City of Bardstown has requested that they be allowed to put a waterline in county right-of-way on Hardin-Leslie Rd. After description of the project by County Engineer Jim Lemieux, on motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to allow the City of Bardstown to construct a waterline on County right-of-way at Hardin-Leslie Rd. as outlined by Jim Lemieux.

*** ***** ***

**CLAY BLANCHETT - County Clerk Elaine Filiatreau acknowledged the work of Clay Blanchett. Clay, who has recently celebrated his 90th birthday, has served as voting machine technician for Nelson County for over 50 years and has an extensive knowledge of Kentucky election law; he has served Nelson County well.

***

Following a report by Volunteer Fire Chief Stacy Faulkner on progress on renovation of the Fire Department building, on motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Sept. 1 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK