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Fiscal Court Orders

Oct. 20, 2015
REGULAR SESSION OF NELSON FISCAL COURT

Book 38
Page 302

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 - OCT. 6

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 Oct. 6 session of Nelson Fiscal Court.

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BILLS

On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Treasurer to pay the following bills:

Nelson County Fiscal Court
Bills for Court Approval
October 20, 2015

Name	Memo	Account	Amount
01 General Fund			
3-D Graphics	Pineiroa, Cox	5105481 · Law Enforc Uniforms	$ 308.00
ADP	PR 100215	9100301 · Payroll Processing	485.63
American Tire	Snellen, Ferrie; tire repair '07 Chevy	5105479 · Law Enforc Tires	1,237.15
Applied Concepts Inc	Radar supplies	5105435 · Law Enforc Supply & Equip	337.50
Bardstown Sav-A-Lot	Welfare assistance vouchers	5301515 · General Welfare Assistance	30.00
BDM Collision Center, Inc.	SO 38 damage to citizen vehicle	5105537 · Property damage claims	540.32
Bluegrass Integrated Comm	Voter cards postage 0915	5065427 · Elections Supplies	171.85
Bluegrass Uniforms Inc.	Greenwell, Conway	5105481 · Law Enforc Uniforms	216.00
Carey Sign	SO 39	5105340 · Law Enforc Vehicle maintenanc	498.75
Conway Heaton	2016 Ford Escape	5105723 · Law Enforcement Autos	20,557.68
Coulter's Towing	SO 55	5105369 · Law Enforc Towing Services	207.50
Cutting Edge Constr	Window repairs	5086548 · Trigg Estate Preservation Funds	2,967.00
Danville Office	Window envelopes	5001445 · CJE Office supplies	225.60
Danville Office	Paper, ink, calc paper, envelopes	5040445 · Treasurer Office Supplies	129.86
Danville Office	Batteries, erasers, paper	5115445 · Codes - Office Supplies	58.43
Duplicator Sales & Service Inc	Monthly copy charges	5205445 · Animal Control Office supplies	14.50
Kentucky One	Random, post accident testing	9400547 · Employee Medical/WC Claims	350.00
Ky Home Electronics	Batteries fuses	5081334 · Justice Center Bldg Maint	114.91
L&W Emergency Equipment	2016 Explorer- equipment	5105723 · Law Enforcement Automobiles	8,068.20
Landmark Comm News	Zonings, farm auctions	9100539 · Advertising & Legal Notices	883.54
Lasco	Instrument cluster	5401340 · Recreation Vehicle Maint	340.00
Lear, Jeff	Conference travel expenses	5025577 · Magistrates Travel	128.40
Nelson County Coroner	Coroner transports 0915	5020308 · Coroner Autopsy & Services	800.00
Newcomb Oil Co	Fuel	5135429 · EMA Fuel	173.79
Patrons Home Center	Ballasts, filters	5080334 · Old Courthouse Bldg Maint	102.96
Patrons Home Center	Bulbs, batteries	5081334 · Justice Center Bldg Maint	126.93
Patrons Home Center	Cleaning supplies	5081411 · Justice Center Custodial Supply	138.57
Patrons Home Center	Filters	5085334 · Sutherland Bldg Maint	65.88
Patrons Home Center	Fence and plumbing repairs/maint	5086334 · Wickland Building/Repairs	253.26
Patrons Home Center	Misc maint supplies	5090427 · Maintenance - Supplies	41.58
Patrons Home Center	Pliers	5090475 · Maintenance - Tools	26.99
Patrons Home Center	Keys	5105340 · Law Enforc Vehicle maintenanc	4.98
Patrons Home Center	Vehicle parts	5340340 · Comm Svc Vehicle Main	7.99
Patrons Home Center	Water pipe repairs	5401334 · Recreation Bldg/Grounds Maint	36.85
Patrons Home Center	Keys, maint supplies	5401427 · Recr Maintenance Supplies	168.51
Patrons Home Center	Faucet repairs, flag snaps	5415334 · Civic Center Bldg Maint	21.57
Patrons Home Center	Filters	5415411 · Civic Center Custodial Supplies	47.33
Quick Care Express	2005 Blazer	5105340 · Law Enforc Vehicle maintenanc	1,617.56
Quick Care Express	2007 Explorer	5105340 · Law Enforc Vehicle maintenanc	970.01
Quick Care Express	Sept 2015 oil changes, general main	5105340 · Law Enforc Vehicle maintenanc	883.93
Quill Corporation	Paper	5001445 · CJE Office supplies	35.99
Select Security	Quarterly alarm monitoring	5085329 · Building Main Contracts	90.00
Select Security	Quarterly alarm monitoring	5087329 · Old Library Maint Contracts	60.00
Sheriff	Summons, transports, 0715-0915	5015199 · Sheriff Fees Payable	1,782.92

Speedway	Fuel	5105429 · Law Enforc Fuel	441.12
Springfield Laundry	Mats, mops	5080411 · Old Courthouse Custodial Suppl	121.50
Springfield Laundry	Mats, mops	5081411 · Justice Center Custodial Supply	458.00
Springfield Laundry	Mats, mops	5085411 · Sutherland Bldg Custodial Supp	114.50
Springfield Laundry	Mats	5105411 · Law Enforc Custodial Supplies	180.00
Springfield Laundry	Mats	5415411 · Civic Center Custodial Supplies	25.00
Truck Parts & Service	Deflector for snow plow	5340427 · Comm Svc Supplies	86.44
Truck Parts & Service	Strobe lights	5340723 · CS vehicles	239.24
Total 01 General Fund			46,994.22
02 Road Fund			
American Tire	Replace tire Truck 306	6105479 · Tires	793.42
Bardstown Mills	Trimmer supplies	6105443 · Parts	2.59
Cintas	Uniforms	6105481 · Uniforms	1,373.57
Danville Office	Appt book	6103445 · Office Supplies	22.99
Donahue, Paul	Boot allowance	6105481 · Uniforms	75.00
Fisher Auto	Corrosion prevention fluid	6105427 · Garage supplies	131.88
Fisher Auto	Truck 305	6105443 · Parts	48.19
Gordon Foods	Coffee	6105427 · Garage supplies	181.40
Haydon Materials	Rock - Woodlawn Bridge Project	6105312 · Bridges	1,241.70
J Edinger	Salt spreader - chain, bearings	6105443 · Parts	495.00
Kerr Office Plus	Monthly copy charges	6103445 · Office Supplies	15.00
Keystops	Washer fluid	6105427 · Garage supplies	36.00
Keystops	Fuel	6105429 · Fuel	8,107.39
Keystops	Antifreeze	6105439 · Lubricants	191.84
Kroger	Sugar, creamer	6105427 · Garage supplies	36.58
KY Concrete	Mobley Mill	6105457 · Bridge & Culvert Materials	519.50
Lasco	Gradall	6105443 · Parts	94.76
Mago Construction	Nelsonville Rd	311 01 · District I	8,588.17
McMichael Construction Co Inc	Woodlawn Road Bridge Project	6105312 · Bridges	12,968.00
Patrons Home Center	Propane, lighter, duct tape	6105427 · Garage supplies	93.08
Salt River	Simon Greenwell/Nat Rogers	6105469 · Signs & Posts	135.00
Sublet Contractors	Metal repairs	6105336 · Equipment repairs	57.12
Taylor Battery Company Inc	Truck 301, road tractor	6105443 · Parts	304.29
Total Truck Parts, Inc.	Gradall	6105443 · Parts	24.00
Truck Parts & Service	Tarp straps	6105427 · Garage supplies	219.50
Truck Parts & Service	Wrench	6105475 · Tools	49.99
Whayne Supply	Rent/deposit - backhoe	6105713 · Road Equipment	2,010.00
Zee Medical	First aid supply	6105594 · Crew Safety Equipment	43.08
Total 02 Road Fund			37,859.04
04 LGEA Fund			
Haydon Materials	Misc county roads	6105409 · Rock	3,404.46
Mago Construction	Misc county roads	6105405 · Hot and cold mix	12,549.81
Total 04 LGEA Fund			15,954.27
03 Jail Fund			
Care A Cell	Lobby kiosk	5101428 · Canteen Inventory	908.50
Clems	Food	5101425 · Food	1,361.26
Coca Cola	Inventory purchases	5101428 · Canteen Inventory	192.50
Cochran Pharmaceuticals	Inmate medical	5101549 · Routine Medical	909.30
Concept Communications	Batteries	5101445 · Office Supplies	62.95
Dean Milk	Milk	5101425 · Food	1,166.67
Flowers Baking Co	Bread	5101425 · Food	483.19
Flowers Baking Co	Inventory	5101428 · Canteen Inventory	217.08
Gordon Foods	Dishmachine lease	5101336 · Equipment Repairs	85.00
Gordon Foods	Cleaning supplies	5101411 · Custodial Supplies	3,453.70
Gordon Foods	Kitchen supplies	5101423 · Food Prep & Serving Supplies	466.53
Gordon Foods	Food	5101425 · Food	7,515.81
Gordon Foods	Canteen purchases	5101428 · Canteen Inventory	498.89
ICS Jail Supplies	Clothing	5101428 · Canteen Inventory	212.70
ICS Jail Supplies	Mattresses, pillows, blankets	5101437 · Linens	1,241.76
ICS Jail Supplies	Soap	5101453 · Prisoner Hygiene	220.00
IHS Pharmacy	Inmate medical	5101549 · Routine Medical	1,420.62
Kentucky One	Inmate medical 0915	5101549 · Routine Medical	1,090.00

Fiscal Court Orders

Ky Labor Law	Labor Law posters	5101445 · Office Supplies	77.25
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,322.52
Patrons Home Center	Plumbing repairs	5101334 · Building Maint Supplies	31.23
Patrons Home Center	Phone cords	5101445 · Office Supplies	27.96
Roby's Country Gardens	Food	5101425 · Food	939.00
Securus	Phone cards	5101428 · Canteen Inventory	1,282.40
Universal Toxicology LLC	Pre-trial testing	5101550 · Pretrial Testing Supplies	970.00
Total 03 Jail Fund			26,156.82
09 Ambulance Fund			
3-D Graphics	Spalding	5140481 · Staff Uniforms	40.00
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	232.64
American Tire	Sq 34	5140340 · Vehicle Maintenance & Repairs	18.55
American Tire	Sq 34	5140439 · Oil, lubes	51.09
Bluegrass Uniforms	Nameplates, shirts	5140481 · Staff Uniforms	113.00
Danville Office	Printer ink	5140445 · Office Expense	106.94
Galls	Uniform pants	5140481 · Staff Uniforms	48.60
Galls	Flashlight, charger	5140550 · Medical supplies & Materials	187.00
Kentucky One	Random testing	9400547 · Employee Medical/WC Claims	115.00
Newcomb Oil Co	Fuel	5140429 · Fuel	4,851.03
Patrons Home Center	Keys, cleaners, water nozzle	5140334 · Building maintenance	21.24
Patrons Home Center	Bulbs, plugs	5140443 · Vehicle Parts	15.48
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	762.70
Total 09 Ambulance Fund			6,563.27
Subtotal - General Fund Bills			**$133,527.62**
13 Solid Waste Fund			
American Tire	Tires	5215479 · Tires	$ 3,448.00
Fisher Auto	Truck 406	5215443 · Parts	390.47
FleetPride	Truck 414	5215443 · Parts	1,881.84
Keystops	Fuel, oil	5215429 · Fuel & Lubricants	9,608.91
Lasco	Trucks 410, 411	5215443 · Parts	830.12
Mackin's Wrecker	Truck 413	5215369 · Towing Service	650.00
Norris, Joe	Boot allowance	5215481 · Employee uniforms	75.00
Salt River	Garbage billing services	5215320 · Collection Contracts	10,474.20
Salt River	1079 delinquent accts rebilled 3rdQ	5215320 · Collection Contracts	539.50
Springfield Laundry	Uniforms	5215481 · Employee uniforms	466.00
Total 13 Solid Waste Fund			28,364.04
15 Landfill Fund			
American Tire	Tires - recycling truck	5217479 · Recycling Truck tires	587.84
Duplicator Sales & Service Inc	Monthly copy charges	5210445 · Office Expense	65.87
Fisher Auto	Shop supplies	5210427 · Main supplies	97.82
Fisher Auto	Trucks 409, mechanic truck	5210443 · Parts	590.72
Fisher Auto	Return	5210475 · Tools	(50.64)
Fisher Auto	Brake pads, rotors	5217340 · Recycling vehicle expense	76.95
Kentucky One	Random testing	9400547 · Employee Medical/WC Claims	75.00
Keystops	Fuel, oil	5210429 · Fuel & Lubricants	4,706.42
Ky Envir/Div Waste Managemen	Quarterly fee	5210314 · Envir. Remediation Fee	25,753.70
Lasco	Coolant tank - mechanic truck	5210443 · Parts	126.00
Mackin's Wrecker	Truck 406	5210369 · Towing Service	200.00
McCoy & McCoy	Monitoring	5210324 · Environmental Monitoring	12,848.65
Patrons Home Center	Keys, keyrings	5210427 · Main supplies	18.19
Patrons Home Center	Drilling hammers, scoop, spade	5210443 · Parts	205.92
Quill Corporation	Custodial supplies	5210411 · Custodial supplies	60.98
Quill Corporation	Graph paper	5210445 · Office Expense	49.95
Snap-On Tools	Pocket scanner	5210475 · Tools	279.00
SpringCo Janitorial	Custodial supply	5210411 · Custodial supplies	59.72
Springfield Laundry	Cleaning supplies	5210427 · Main supplies	148.50
Springfield Laundry	Uniforms	5210481 · Uniforms	339.00
Truck Parts & Service	Rope, supplies, tire patching	5210427 · Main supplies	160.15
Whayne Supply	826G Compactor, 963 Highlift	5210443 · Parts	4,165.05
Total 15 Landfill Fund			50,564.79
23 Occupational Tax Fund			
Danville Office	Paper, post it notes	5047445 · OLF Office supplies	45.98
Total 23 Occupational Tax Fund			45.98

97 PIC			
Patrons Home Center	Keys	5082334 · SOB Bldg Main	3.38
Pipe Savers LLC	Sewer line jetting, camera inspectio	5082571 · SOB Repairs	450.00
Pipe Savers LLC	Jack hammer, replumb lines	5082571 · SOB Repairs	750.00
Total 97 PIC			1,203.38
Subtotal - PIC Fund Bills			**$ 80,178.19**
Total Bills			**$213,705.81**

Nelson County Fiscal Court
Additional Bills for Court Approval
October 20, 2015

Name	Memo	Account	Amount
01 General Fund			
ADP	PR 093015	9100301 · Payroll Processing	$ 7.59
DC Communications LLC	Radio interface, mounting brackets	5105339 · Law Enforc Radios	97.50
Ky Home Electronics	Computer cable wire	5085334 · Sutherland Bldg Maint	24.99
Leo Talbott & Sons	AC system repairs 06/15; 07/15	5085329 · Sutherland Bldg Main Contracts	9,923.24
Leo Talbott & Sons	AC service call 07/15	5080329 · Old Courthouse Main Contracts	90.00
Leo Talbott & Sons	Heat pump, AC service - 06/15 07/15	5415329 · Civic Center Maint Contracts	1,810.00
Leo Talbott & Sons	Water heater, install 07/15	5415329 · Civic Center Maint Contracts	1,812.85
Lyvers, Jeremy	Reimburse citizen rental car - SO38	5105537 · Property damage claims	123.66
Seaweed Driver Inc	Equipment certification/repairs	5134427 · Dive Team Supplies	997.80
SecureNet	Security system - Humane Society	5205329 · Animal Control Maint Contracts	39.95
Willett's Lawn & Landscape	Baseball fields 09/15 10/15	5401329 · Recreation Maint Contracts	2,100.00
Willett's Lawn & Landscape	Football fields 09/15 10/15	5401329 · Recreation Maint Contracts	3,235.00
Willett's Lawn & Landscape	Soccer fields 09/15 10/15	5401329 · Recreation Maint Contracts	7,864.00
Willett's Lawn & Landscape	Balltown Park 09/15 10/15	5401329 · Recreation Maint Contracts	400.00
Willett's Lawn & Landscape	Culvertown Park 09/15 10/15	5401329 · Recreation Maint Contracts	810.00
Willett's Lawn & Landscape	Mowing 09/15 10/15	5081329 · Justice Center Main Contracts	1,190.00
Total 01 General Fund			30,526.58
02 Road Fund			
Bulk Storage Inc	Roof - salt storage building	6105742 · Road Dept Bldgs	84,645.00
University of Ky Transp	Pesticide training - 3 persons	6105569 · Staff Training	297.00
Total 02 Road Fund			84,942.00
03 Jail Fund			
Medica	Inmate medical	5101549 · Routine Medical	249.13
Total 03 Jail Fund			249.13
09 Ambulance Fund			
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	287.60
BDM Collision Center, Inc.	New Squad - paint, striping	5140723 · EMS Vehicles	2,530.00
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	295.00
Financial Forms & Supplies	Laser invoices	5140445 · Office Expense	309.57
Fleet Matics	GPS Service Agreement	5140336 · Equipment Maintenance & Repairs	482.50
Galls	Uniforms	5140481 · Staff Uniforms	301.60
Galls	Flashlight	5140550 · Medical supplies & Materials	275.00
Iron Works, Inc.	Sq 30, 38	5140340 · Vehicle Maintenance & Repairs	1,150.00
Iron Works, Inc.	Sq 30, 38	5140443 · Vehicle Parts	218.04
Ky Home Electronics	Network cable	5140336 · Equipment Maintenance & Repairs	17.99
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	172.92
Pat's Alterations	Uniform alterations	5140481 · Staff Uniforms	9.00
Shred-It USA	File destruction service	5140445 · Office Expense	63.41
Xerographic Business Systems	Copier drum	5140445 · Office Expense	150.00
Total 09 Ambulance Fund			6,262.63
97 PIC			
Leo Talbott & Sons	3 ton AC system, install - 06/15	5082329 · SOB Maint Contracts	3,112.00
Willett's Lawn & Landscape	Plaza, Greenspace mowing 09/15 10/15	5085329 · Building Main Contracts	700.00
Total 97 PIC			3,812.00
Total Additional Bills			**$ 125,792.34**

NELSON COUNTY FISCAL COURT
PrePaid Bills and Upcoming Transfers for Court Approval
October 20, 2015

Fund/Vendor	Description	Account	Amount
General Fund			
BP Gas	Fuel	5105429 · Law Enforcement Fuel	$ 4,725.78
EMS Fund			
Mohawk Medical	Medicine and supplies	5140550 · Medical supplies & Materials	583.85
Less Discount			(5.84)
TOTAL PAID BILLS			**$ 5,303.79**

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PLANNING AND ZONING ORDINANCE TEXT AMENDMENTS (SECOND READING)

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON
NELSON FISCAL COURT
ORDINANCE NO. 930.1-5

An Amended Ordinance relating to Section 5 Definitions of the Zoning Regulations for Bardstown, Bloomfield, Fairfield, New Haven, and Nelson County, Kentucky

Section 5 Definitions

The words defined are those which have special or limited meanings as used in the Zoning Regulation, which meanings might not otherwise be clear. Words whose meaning is self-evident as used in the Zoning Regulation are not defined here.

Abandonment: The cessation of the use of real property under circumstances which do not manifest an intent to continue said use or to resume said use within a reasonable time. The cessation of a use of real property for less than one year shall be rebuttably presumed to not constitute abandonment and the cessation of a use of real property for a year or more shall be rebuttably presumed to be unreasonable and an abandonment of use. This term also means "discontinuance."

Accessibility Improvement: An unroofed and open structure, including a ramp or chairlift, that (1) allows a person with a physical disability access to a dwelling and (2) is exterior to a dwelling.

Accessory Dwelling: An accessory dwelling is a habitable living unit detached from a single-family dwelling that provides basic requirements for independent living, cooking, sleeping, and sanitation facilities. An accessory dwelling must be of permanent construction and must have no more than 1,000 square feet in living area and 1,500 square feet in total gross floor area. The accessory dwelling shall be located behind the principal structure and in the rear yard and shall comply with accessory structure setbacks. The accessory dwelling shall be served by public sanitary sewer or an approved individual on-site septic system approved for both principal and accessory dwellings. Accessory dwellings may be garage apartment, ancillary apartment, mother-in-law unit, guesthouse, carriage house, or granny flat.

Accessory Structure or Use: Any structure or use, other than the principal structure or use, directly incidental to or required for the enjoyment of the permitted use of any premises as determined by the administrative official; also as specifically designated under the zoning district regulations of the Zoning Regulation. A parked mobile home shall not be considered an accessory building unless specifically permitted by the provisions of the Zoning Ordinance.

Administrative Official: Any department, employee or advisory, elected or appointed body which is authorized, as provided for herein or in state law, to administer any provision of the Zoning Regulation, subdivision regulations, and if delegated, any provisions of any housing or building regulation or any other land use control regulation.

Adult Entertainment Use: Any use with the principal intent of providing sexually oriented materials or activities to the public or to private membership.

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.

Agricultural Structure: Any structure or building accessory to the principal agricultural use of the land except farm dwellings which are considered principal buildings or residential uses.

Alteration: Any change or addition to the supporting members or foundation of a structure.

Assisted Care Living Facility: A residential facility provided varying levels of assistance to residents, usually the elderly, in performing daily tasks. This type of use is distinguished from a nursing home in that acute care for residents is not a necessity (see retirement home).

Automotive Repair, Major: Substantial repair of motor vehicles or trailers, including rebuilding or reconditioning of engines and/or transmissions; collision services including body, frame or fender straightening or repair; overall painting or paint shop and vehicle steam cleaning.

Automotive Repair, Minor: Incidental minor repairs, upholstering, replacement of parts and motor service to passenger cars and trucks not exceeding two (2) tons capacity, but not including any operation named under "Automotive Repair, Major", or any other similar thereto.

Automotive Wrecking: The dismantling or disassembling of used motor vehicles, or the storage, sale or dumping of dismantled, obsolete or wrecked vehicles or their parts.

Building: Any structure which fully encloses space for the occupancy by persons or their activities. A mobile home is not a building however.

Campground: A facility for recreational vehicles, tents and other means of camping overnight, not including permanent structures or mobile homes. A campground is intended to provide a place for temporary overnight stays not exceeding six(6) months during any one calendar year at any one facility.

Child Care/Daycare Facility: A facility providing supervised care for nonresident minors for a fee or other consideration. These facilities may be one of three types;

- "Type I Facility"- providing care for not more than 5 nonresident minors at any one time. This type of facility is considered to be accessory to residential use as a home occupation.
- "Type II Facility" - providing care for not more than 12 nonresident minors at any one time.
- "Type III Facility" - allowed to provide care for more than 12 nonresident minors at any one time.

Each of these types of child care facilities may be treated differently under theses regulations.

Conditional Use: A use which is essential to or would promote the public health, safety, or welfare in one (1) or more zones, but which would impair the integrity and character of the zone in which it is located, or in adjoining zones, unless restrictions on location, size, extent, and character of performance are imposed in addition to those imposed in the zoning regulation.

Conditional Use Permit: Legal authorization to undertake a conditional use, issued by the administrative official pursuant to authorization by the board of adjustment, consisting of two (2) parts: (a) A statement of the factual determination by the board of adjustment which justifies the issuance of the permit; and (b) A statement of the specific conditions which must be met in order for the use to be permitted.

Consumer Services: Sale of any service to individual customers for their own personal benefit, enjoyment or convenience, and for fulfillment of their own personal needs. For example, consumer services include the provision of the personal services such as beautician and barbering services, the provision of lodging, entertainment, specialized instruction, financial service, automobile storage, transportation, laundry and dry cleaning services, and all other similar services.

Convalescent or Nursing Home: An establishment which provides full-time convalescent or chronic care or both for three (3) or more individuals who are not related by blood or marriage to the operator and who by reason of chronic illness or infirmity, are unable to care for themselves. No care for the acutely ill or surgical or obstetrical services shall be provided in such a home; hospital or sanitarium shall not be construed to be included in this definition.

Conventional Septic System: Sewage pre-treatment unit(s), distribution box(es), and lateral piping within rock filled trenches or beds installed at a standard depth of 24 inches.

Corner Lot: A lot or tract located at the intersection of two roadways or streets, having frontage and front yard setbacks along both. The property lines opposite of each of the front yards, in the case of a corner or double frontage lot, are subject to a side yard and a rear yard setback. (Owners choice)

Craft distillery: A small operation that produces distilled spirits of 50,000 gallons or less per calendar year at the premises, including any product distilled off-site and/or shipped in to be blended and/or bottled on site, under the terms and conditions of applicable laws, rules, and regulations.

Department Store: Retail stores generally carrying a general line of apparel, such as suits, coats, dresses, and furnishings; home furnishings, such as furniture, floor coverings, curtains, draperies, linens and major household appliances; and housewares, such as table and kitchen appliances, dishes and utensils.

Development Plan: Written and graphic material for the provision of a development, including any or all of the following: location and bulk of buildings and other structures, intensity of use, density of development, streets, ways, parking facilities, signs, drainage of surface water, access points, plan for screening or buffering, utilities, existing manmade and natural conditions, and all other conditions agreed to by the applicant.

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.

Dwelling and Dwelling Units: A dwelling is a building providing shelter, sanitation, and the amenities for permanent habitation. Dwelling unit refers to that dwelling accommodation within a building designed for one individual or family unit maintaining separate and independent housekeeping.

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

Family: A person living alone or two or more persons related by blood, marriage, or not more than four (4) unrelated persons living together in a dwelling unit, as distinguished from a group occupying a boarding house, lodging house, hotel, or motel.

Floor Area: Total area within a building, measured from the exterior walls of the building, and equal to the sum of the number of square feet on each of the floors of the building. The number of square feet in an attic shall be counted to the extent that the height of the attic story is equal to or greater than seven feet; and the number of square feet in a finished basement shall be included, but the number of square feet in a basement other than a finished basement shall not be included (See "Basement, Finished".) Accessory portions of a building such as non-enclosed porches, garages, carports and uncovered steps or fire escapes are not included.

Greenhouse, Commercial: A greenhouse in which plants are produced for sale or distribution to the public, either retail or wholesale.

Greenhouse, Private: A greenhouse in which plants are produced for private use of the owner either on site or at other locations owned or controlled by the owner of the greenhouse.

Gross Floor Area: See "Floor Area."

Gross Leasable Area: The total floor area for which the tenant pays rent and that is designed for the tenant's occupancy and exclusive use. Gross leasable area does not include public or common areas, such as utility rooms, stairwells and shared corridors.

Hazardous Waste: Any waste substance or combination of substances, in any form which because of its quantity, concentration or physical, chemical or infectious characteristic may create a threat to public health or to animal, plant and aquatic life forms, and included but is not limited to substances which are toxic, flammable, corrosive, radioactive, irritants, strong sensitizers, or which generate pressure through decomposition, heat or other means.

Height: The vertical distance measured from the average finished grade at the front building line to the highest point of the structure.

Home Occupations: Professional offices, studios, and personal services maintained or conducted within a dwelling without nonresident employees unless otherwise provided for in these regulations. Neither the selling of any merchandise, in particular where the retail activity occurs at the residence from inventory maintained on premises, nor processing of any product (other than that which would normally occur at a place of residence) shall qualify as a home occupation. Must meet parking requirements. Home occupation includes only those which meet the following performance standards: Must obtain HO permit in City of Bardstown and sign must be on structure.

A. Home occupations shall be incidental to the principal residential use, occupying no more than 25 percent of the total floor area of a dwelling.
B. Home occupations shall result in no exterior evidence excepting a permitted sign, that the dwelling is used for a non-residential use.
C. Home occupations shall not generate any atmospheric pollution, light flashes, glare,, odors, noise, vibration, or truck or other heavy equipment traffic nor shall involve the use of mechanical equipment except that permissible for purely domestic or residential purposes.

Homes for Adjustment/Group Homes: A home for adjustment is a residential structure or home in which persons live while receiving therapy and counseling for or recuperating from the effects of drugs, alcohol, emotional or mental disorder, or physical disability, or when being rehabilitated after imprisonment or other type of isolation from society.

Impervious Surface: Any material that substantially reduces or prevents the infiltration of storm water into the soil. Impervious surface shall include graveled driveways and parking areas.

Industry: The processing or assembly of products or raw materials: the two categories of industry are defined according to the following performance standards:

A. Heavy Industry: Those industries whose processing operations result in the outdoor storage or processing of materials or products, the emission of any atmospheric pollution, visible light flashes or glare , odors, or noise or vibration which may be heard of felt off the premises, or those industries which constitute a fire or explosion hazard.
B. Light Industry: Those industries whose processing operations result in none of the above conditions.

Junk: Any scrap, waste, reclaimable material, or debris, whether or not stored, for sale or in the process of being dismantled, disassembled, destroyed, processed, salvaged, stored, baled, exchanged, disposed of, or for other use or disposition.

Junkyard: Any lot, land, parcel, building, structure, place of business or part thereof, used for the deposit, parking, placement, storage, collection, processing, purchase, sale, salvage, baling, packing, handling, exchange, disposal, disassembly or otherwise location of five (5) or more junk vehicles, machinery, appliances, or other similar scrap or salvage materials, or any combination thereof, excluding inoperative farm equipment. A junkyard shall include auto, vehicle, or machinery recycler, auto wrecking yards, house wrecking or building yards for storage or sale of salvaged house and building and structural steel materials and equipment. A junkyard shall not include an operation conducted entirely within an enclosed building or permitted uses where outdoor storage is allowed as an accessory use or is otherwise permitted.

Junk Vehicle: Any rusted, wrecked, damaged, dismantled, or partially dismantled, non-operative, unlicensed, or abandoned motor vehicle in such a condition that the cost of restoring the vehicle to an operating condition exceeds the market value of the vehicle. Junk vehicles shall include vehicles with salvage or junk titles.

Kennel, Commercial: Any lot, structure, premises, or establishment where one or more dogs or cats are kept for commercial purposes such as where dogs and/or puppies or cats and/or kittens are kept for the primary purpose of breeding, buying, selling, boarding grooming, or training of such animals.

Kennel, Non-Commercial: Any facilities at, in, or adjoining a private residence where dogs or cats are kept strictly as family pets or are kept for the hobby of the householder in using them for hunting or practice tracking or for exhibiting them in dog shows or field or obedience trails or for guarding or protecting the householder's property. The raising of three or fewer litters at the facility in a twelve month period and the sale of three or fewer litters of pups and/or kittens in a twelve month period by the keeper of a non-commercial kennel does not change the character of the facilities so as to make them a commercial kennel. Non-commercial kennels are considered accessory to residential uses.

Lot: A parcel of land under one ownership devoted to a common use or occupied by a principal building(s) plus accessory structures.

A. Corner Lot: A lot which abuts on two intersecting streets at their intersection (see definition above).
B. Double-Frontage Lot: Any lot other than a corner lot which abuts on two streets.
C. Lot Line: The boundary dividing a lot from right-of-way, adjoining lot, or other adjoining tract of land.(front, rear, and side lot lines are self-explanatory)
D. Lot of Record: A lot which is recorded in the office of the Nelson County Clerk.

Lot Area - The minimum area required for any newly created lot in a particular zone; that area required for a dwelling unit in a residential zone.

Material Recyclers: Any establishment or place of business, including garbage dumps and sanitary fills, maintained, operated, or used for storing, keeping, buying or selling of old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste, or motor vehicle parts, iron, steel, and other old or scrap ferrous or nonferrous material.

Maximum Lot Coverage - That portion, usually indicated by a percentage of the total lot area, that may be covered by structures, parking areas, walkways, concrete, asphalt or other impervious surfaces.

Micro-brewery: A facility within a completely enclosed building which is intended for the production and packaging of up to 15,000 barrels per calendar year of malt beverages.

Mini-Warehouse: A building or group of buildings that has controlled-access and that contains varying sizes of individual compartmentalized stalls or lockers with access controlled by tenant for the storage of customer's goods or wares. An operation involving a security arrangement utilizing a warehouseman is not a mini-warehouse.

Minimum Lot Width: The minimum distance from the side property line of a lot to the other side property line of the same lot measured from any point along either property line. This distance is also the minimum allowable dimension for that portion of a lot extending along a street line, this "road frontage" may either be on a public or private roadway.

Modular Home: A housing unit which may be constructed elsewhere and transported to a specific site or lot for assembly and occupancy, but which is not a mobile home as defined herein. Such structures shall be regulated in the same manner as a standard or customary housing unit building on site.

Modular Office: A office unit which may be constructed elsewhere and transported to a specific site, but which is not a mobile home, converted to an mobile office. Such structures shall be regulated in the same manner as other commercial structures.

Mobile Home: Any vehicle or similar portable structure, with a finished dimensional width of 18 feet or less, used or so constructed as to permit its being used as a conveyance upon streets and as a dwelling for one or more persons and is a unit in which the transporting framework is an integral part of the basic structure and which has a certificate of origin associated therewith. The removal of the means of conveyance from a mobile home and the construction of a permanent foundation does not define a mobile home as a dwelling under the terms of this Zoning Regulation.

Mobile Home Park: A tract of land prepared and approved according to the procedures in the Zoning Regulation to accommodate multiple mobile homes provided for rental purposes, including

offering only lots for rental.

Nonconforming Use or Structure: An activity or a building, sign, structure, or a portion thereof which lawfully existed before the adoption or amendment of the Zoning Regulations, but which does not conform to all of the regulations contained in the Zoning Regulations which pertain to the zone in which it is located.

Non-Retail Commercial: Commercial sales and services to customers who intend resale of the products or merchandise sold or handled. For example, non-retail commercial includes wholesaling, warehousing, truck terminals, and similar commercial enterprises.

Off-Street Loading: see "Loading Area/ Space (or Berth)."

Off-Street Parking Space: see "Parking Space."

Open Space: The outdoor area of a lot or tract which is designed and used for outdoor living, recreation, yard or landscaping. Off-street parking and loading space, driveways, sidewalks and other areas covered with impervious surfaces do not qualify as open space.

Outdoor Sales and Display: Placement of any item(s) outside a building in a nonresidential zoning district for the purpose of sale, rent or exhibit. Outdoor sales and display shall not include outdoor dining and seating areas associated with a restaurant.

Outdoor Storage, Accessory: Keeping or stockpiling of any item(s) outside a building in a non-residential zoning district that is not directly accessible by the general public for more than continuous twenty-four (24) hours, and that is located on the same lot as the principal use for which it is providing storage, and is limited to twenty (20) percent of a lot area and no more than one-half acre of a lot. The placement of moveable containers, including semi-trailers and containerized freight boxes, for the purpose of storage of inventory on a temporary basis, not to exceed two (2) months in any calendar year, shall be considered accessory outdoor storage. This outdoor storage definition shall not include junkyard.

Outdoor Storage, Regular: Keeping or stockpiling of any item(s) outside a building in a non-residential zoning district that is not directly accessible by the general public for more than continuous twenty-four (24) hours, and that exceeds twenty (20) percent of a lot area or more than one-half (1/2) acre of a lot. Regular outdoor storage shall not include junkyard.

Parent Tract: A tract which has not been subject to any division creating tracts less then 20 acres in size.

Parking Area (or Lot): An area of land reserved for the purpose of vehicular storage. Such areas shall include driveways, access ways, parking spaces, and vehicular maneuvering areas. Parking areas shall not include outdoor display or sales areas and shall be prohibited in the public right-of-way and all required building setbacks, except parking for single-family residential uses and duplexes is permitted in the required front yard(s) only on a hard surface or approved semi-pervious driveway that does not exceed twenty (20) feet in width and that leads to a garage, carport, house or rear yard.

Parking Aisle: An area within a parking facility intended to provide ingress and egress to parking spaces.

Parking Module: A standard arrangement of parking spaces containing two tiers of spaces served by a single parking aisle.

Parking Space: An enclosed or unenclosed surfaced area permanently reserved for the temporary storage of one automobile/ motor vehicle, and connected with a street or alley by a surfaced driveway which affords ingress and egress for automobiles/ motor vehicles. Such spaces are considered "onstreet" if they are located on a dedicated street right-of-way and are considered "off-street" if they are not.

Parking, Joint Use: The sharing of a parking area or space for more than one establishment.

Parking, Shared: Joint use of a parking area or space for more than one establishment.

Planned Unit Development Project: A complex of structures and uses planned as an integral unit or community of development as provided in these Section 8.2 of these regulations.

Premises: A general term meaning part or all of any lot or part of all of any building or structure or group of buildings or structures located thereon.

Private Recreation Area: An area devoted to uses such as picnic and parking areas, swimming pools, private clubhouses, tennis courts, refreshment stands, and similar or associated structures and uses.

Processing: Manufacturing, reduction, extraction, packaging, repairing, cleaning, and any other similar original or restorative treatment applied to raw materials, products, or personal property. Processing does not refer to the fabrication of structures, however.

Public-Service Building: Any building necessary for the operation and maintenance of a utility.

Rehabilitation Center: A structure, non-residential, residential or home, in which persons may assemble or live while receiving therapy and counseling for or recuperating from the effects of drugs, alcohol, emotional or mental disorder,
or physical disability, or when being rehabilitated after imprisonment or other type of isolation from society.

Restaurant: An eating establishment where food is served and/or consumed only within the building.

Restaurant, Drive-In: An eating establishment where food is generally served by employees or by self-service on the premises outside the building and generally consumed on the premises outside the building or off the premises.

Retail Sales: Sale of any product or merchandise to customers for their own personal consumption or use, not for resale.

Retirement Home: An establishment which provides full-time shelter, comfort, and day-to-day non-medical necessities for three (3) or more individuals who are not related by blood or marriage to the operator and who by reason of old age require or desire aid in day-to-day activities. This establishment is distinguished from a convalescent or nursing home as the Senior Citizen or Retirement Home does not provide full-time convalescent or chronic care for its inhabitants.

Road: A traffic carrying way. As used in the Zoning Regulation a road may be privately owned.

Roadside Stand: A structure designed or used for the display or sale of agricultural or 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.

Screening: Visually continuous plantings, solid fencing, wall, or earth mound, or combination thereof, that provides a barrier from public view and with an average height of one foot above the material being screened, except that said screening shall not be required to exceed eight (8) feet in height.

Sign: Any name, identification, description, display, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure or land, in view of the general public, and which directs attention to a product, place, activity, person, institution or business.

Single Family Residential: One dwelling unit per the tract so designated.

Sleeping Room: A single room rented for dwelling purposes but without the amenities for separate and independent housekeeping.

Street: Any highway or other public traffic-carrying way, an arterial street is any federal, state or county highway unless otherwise designated by the planning commission.

Structure: Anything constructed or erected, the use of which requires location on the ground or attached to something having a location on the ground, but not including fences up to seven (7) feet in height, or poles and appurtenances thereto used for the provisions of public utilities; includes buildings and mobile homes.

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.

Use: Use broadly refers to the activities which take place on any land or premises and also refers to the structures located thereon and designed for those activities.

Usable Open Space: That portion of the outdoor area of a lot or tract which is designed and used for outdoor living, recreation, pedestrian access or landscaping, but not including off-street parking and loading areas, driveways or required front and street side yards unless separated from the street right-of-way by a fence or screen planting.

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.

Variance: Departure from dimensional terms of the Zoning Regulation pertaining to the height, width, length, or location of structures, and the size of yards and open spaces where such departure meets the requirements of KRS 100.241 to 100.247.

Yard: The open space surrounding the principal building on any lot, unoccupied and unobstructed by any portion of that building from the ground to the sky except where specifically permitted by this Zoning Regulation Note: also known as setbacks. Yards are further defined as follows:

A. Front Yard: That portion of the yard extending the full width of the lot and measured between the front lot line and a parallel line tangent to the nearest part of the front yard line which is the roadway right-of-way.
B. Rear Yard: That portion of the yard extending the full width of the lot measured between the rear lot line and a parallel line tangent to the nearest part of the principal building.
C. Side Yards: Those portions of the yard extending from the front yard to the rear yard and measured between the side lot lines and parallel lines tangent to the nearest parts of the principal building with setbacks imposed form both side property lines in the amount indicated as the side yard setback.

Given First Reading at a Regular Meeting of the Fiscal Court of Nelson County, Kentucky on the

6th day of October, 2015.

Adopted this 20th day of October, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

County Judge/Executive

ATTEST:
Nelson County Court Clerk

Amended 8-30-06; City of Bardstown, April 22, 2015; City of Bloomfield, May 17, 2015; City of Fairfield, May 27, 2015; City of New Haven, April 29, 2015; Nelson County, April 24, 2015

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON
NELSON FISCAL COURT
ORDINANCE NO. 930.1-6

An Amended Ordinance relating to Section 6.14 General Business District B-4 of the Zoning Regulations for Bardstown, Bloomfield, Fairfield, New Haven, and Nelson County, Kentucky

Section 6.14: General Business District (B-4)

Intent: The intent of this zoning district, when properly applied, is to provide areas for wholesale

and heavy commercial uses. These uses, by their nature, tend to be more intrusive in their operational characteristics.

A. Principal Uses Permitted

Those uses allowed in the B-3 Regional Retail Business District
Wholesale businesses and heavy commercial such as but not limited to the following: warehouses and storage facilities; sale of building materials, lumber yards and contractors businesses; sale of feed, grain or agricultural supplies; greenhouses and plant nurseries; boat and marine supplies sales and service; mobile home and travel trailer sales and service; new or used car, truck or heavy equipment sales lots; truck terminals and freight yards; machine shops; establishments and lots for the display, rental, sale and repair of farm equipment and contractors equipment and trucks.
Parking lots and structures

B. Accessory Uses Permitted

Garage or other accessory building
Private recreational facilities

C. Conditional Uses Permitted

(1) Regular Outside Storage of Material; related to the business or offered for sale, whether stored in containers or individually. The Board of Adjustment when reviewing a request for this conditional use may impose the following conditions some of which are mandatory (*): restrictions on areas to be used; restrict the time period for storage; impose screening or buffering requirements; require additional parking where existing parking areas are used for such storage(*); and any other condition that helps the proposed use to blend in with its unique surroundings. (Only in effect in the City of Bardstown)

(2) Mobile Home as Place of Residence for a Commercial Watchman: The Board of Adjustment, when reviewing applications for this conditional use, shall consider the following factors: if there other facilities that can reasonably accommodate a watchman's residence, if so the permit may be denied; if there is a necessity for a watchman living on site; sewage disposal facilities; as well as aesthetic considerations, appearance, and maintenance concerns.

(3) Micro-Brewery or Craft Distillery. The intent of this conditional use is to allow micro-breweries or craft distilleries as accessory uses to permitted eating and drinking establishments and such uses shall be non-distributed. 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. 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. The BOA also may impose conditions that ensure compatibility and appropriateness of the proposed use, and such conditions may include, but are not limited to, limitations on hours of operation, screening and buffering, etc.

D. Planned Unit Development Uses Permitted (approved as provided for in Section 8.2 of these Regulations)

None

E. Dimension and Area Requirements

Standard	Requirement
Height (maximum)	50 feet
Lot Area (minimum)	
Served by sanitary sewer	5,000 square feet
Not served by sanitary sewer	43,560 square feet
Lot Width (minimum)	50 feet
Open Space (minimum)	20 percent
Front Yard Setback (minimum)	50 feet
Side Yard Setback (minimum)	
Not adjoining a residential use	15 feet
Adjoining a residential use	25 feet
Rear Yard Setback (minimum)	25 feet

F. Parking & Off-Street Loading Requirements

Parking requirements may be found in Article 11 of these Zoning Regulations, by use.

G. Sign Requirements

Sign requirements as set out in Article 12 of these Zoning Regulations.

Given First Reading at a Regular Meeting of the Fiscal Court of Nelson County, Kentucky on the 6th day of October, 2015.

Adopted this 20th day of October, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

County Judge/Executive

ATTEST:
Nelson County Court Clerk

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON
NELSON FISCAL COURT
ORDINANCE NO. 930.1-7

An Amended Ordinance relating to Section 6.15 Retail Complex District B-5 of the Zoning Regulations for Bardstown, Bloomfield, Fairfield, New Haven, and Nelson County, Kentucky

Section 6.15: Retail Complex District (B-5)

Intent: The intent of this zoning district, when properly applied, is to provide areas for wholesale
Intent: The intent of this zoning district, when properly applied, is to allow development of larger retail complexes, in the form of stand alone buildings, strip centers, malls and other designs.

A. Principal Uses Permitted

Those uses allowed in the B-3 Regional Retail Business district
Note: A site development plan must be submitted as part of the rezoning application requesting reclassification to this zoning district. This plan shall show: location of utilities; roadways (which may be private, but must provide guaranteed, adequate access to all parcels); size and type of structures (may be submitted as individual buildings are to be built); storm water drainage and retention facilities; signage; lighting; landscaping; screening and buffering. All items required are subject to Planning Commission review and approval. The standard for review shall be that all required items must be provided in a way so as to minimize adverse impacts on the public. Departures from the development plan, as finally approved, must receive Planning Commission approval after another, required public hearing.

B. Accessory Uses Permitted

Garage or other accessory building
Private recreational facilities
Only that wholesaling of merchandise or services which is clearly incidental and subordinate to the principal retail use of the premises.

C. Conditional Uses Permitted

(1) Regular Outside Storage of Material; related to the business or offered for sale, whether stored in containers or individually. The Board of Adjustment when reviewing a request for this conditional use may impose the following conditions some of which are mandatory (*): restrictions on areas to be used; restrict the time period for storage; impose screening or buffering requirements; require additional parking where existing parking areas are used for such storage(*); and any other condition that helps the proposed use to blend in with its unique surroundings. (Only in effect in the City of Bardstown)

(2) Green Houses, Plant Nurseries, and Produce Markets; determined by the Board of Adjustment to be accessory to the primary use of the property or in the alternative, an appropriate primary use. The Board of Adjustment when reviewing a request for this conditional use may impose the following conditions some of which are mandatory (*): restrictions on areas to be used; restrict the time period for such use; impose screening or buffering requirements; require additional parking where existing parking areas are used for such uses(*); and any other condition that helps the proposed use to blend in with its unique surroundings.

(3) Micro-Brewery or Craft Distillery. The intent of this conditional use is to allow micro-breweries or craft distilleries as accessory uses to permitted eating and drinking establishments and such uses shall be non-distributed. 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. 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. The BOA also may impose conditions that ensure compatibility and appropriateness of the proposed use, and such conditions may include, but are not limited to, limitations on hours of operation, screening and buffering, etc.

D. Planned Unit Development Uses Permitted (approved as provided for in Section 8.2 of these Regulations)

(1) Otherwise Allowed Uses Serving Alcohol by the Drink: providing that the nuisance aspects of these uses are mitigated to the extent possible using screens, buffers, limitations on hours of business, or other conditions necessary in the opinion of the Planning Commission to allow the unique aspects of this type of use to blend in with the surrounding land use pattern, current and anticipated.

(2) Dance Halls, Reception Halls, Nightclubs, Billiard or Pool Halls: providing that the nuisance aspects of these uses are mitigated to the extent possible using screens, buffers, limitations on hours of business, or other conditions necessary in the opinion of the Planning Commission to allow the unique aspects of this type of use to blend in with the surrounding land use pattern, current and anticipated.

E. Dimension and Area Requirements

Standard	Requirement
Height (maximum)	50 feet
Complex Area (minimum)	Note: There is no minimum lot size required for an overall development. It is subject to the lot size requirements herein. A B-5 complex may be constituted, under this zone, of 1 or more individual lots meeting these size requirements.
Complex Lot Width (minimum)	50 feet
Individual Lot Area (minimum) Served by sanitary sewer Not served by sanitary sewer	 5,000 square feet 43,560 square feet
Individual Lot Width (minimum)	None
Open Space (minimum)	20 percent
Front Yard Setback (minimum)	50 feet
Side Yard Setback (minimum)	25 feet
Rear Yard Setback (minimum)	25 feet

F. Parking & Off-Street Loading Requirements

Parking requirements may be found in Article 11 of these Zoning Regulations, by use.

G. Sign Requirements

Sign requirements as set out in Article 12 of these Zoning Regulations.

Given First Reading at a Regular Meeting of the Fiscal Court of Nelson County, Kentucky on the

6th day of October, 2015.

Adopted this 20th day of October, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

County Judge/Executive

ATTEST:
Nelson County Court Clerk

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON
NELSON FISCAL COURT
ORDINANCE NO. 930.1-8

An Amended Ordinance relating to Section 6.16 Light Industrial Commercial Park (LIP) of the Zoning Regulations for Bardstown, Bloomfield, Fairfield, New Haven, and Nelson County, Kentucky

Section 6.16: Light Industrial Commercial Park (LIP)

Intent: The intent of this zone, when properly applied, is to allow for development that mixes commercial and light industrial uses in a park or complex environment. Other industrial classifications reflected in these regulations are exclusive in nature, not allowing commercial uses. This zoning classification provides an exception to that general rule.

A. Principal Uses Permitted

Those uses listed as principal uses permitted in the B-3 Regional Retail Business District, B-4 General Business District and I-1 Light Industrial District.

B. Accessory Uses Permitted

Parking lots and structures
Garage or other accessory building
Private recreational facilities

C. Conditional Uses Permitted

(1) Regular Outside Storage of Material; related to the business or offered for sale, whether stored in containers or individually. The Board of Adjustment when reviewing a request for this conditional use may impose the following conditions some of which are mandatory (*): restrictions on areas to be used; restrict the time period for storage; impose screening or buffering requirements; require additional parking where existing parking areas are used for such storage(*); and any other condition that helps the proposed use to blend in with its unique surroundings. (Only in effect in the City of Bardstown)

(2) Mobile Home as Place of Residence for a Commercial Watchman: The Board of Adjustment, when reviewing applications for this conditional use, shall consider the following factors: if there other facilities that can reasonably accommodate a watchman's residence, if so the permit may be denied; if there is a necessity for a watchman living on site; sewage disposal facilities; as well as aesthetic considerations, appearance, and maintenance concerns.

(3) Micro-Brewery or Craft Distillery. The intent of this conditional use is to allow micro-breweries or craft distilleries as accessory uses to permitted eating and drinking establishments and such uses shall be non-distributed. 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. 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. The BOA also may impose conditions that ensure compatibility and appropriateness of the proposed use, and

such conditions may include, but are not limited to, limitations on hours of operation, screening and buffering, etc.

D. Planned Unit Development Uses Permitted (approved as provided for in Section 8.2 of these Regulations)

(1) Otherwise Allowed Uses Serving Alcohol by the Drink: providing that the nuisance aspects of these uses are mitigated to the extent possible using screens, buffers, limitations on hours of business, or other conditions necessary in the opinion of the Planning Commission to allow the unique aspects of this type of use to blend in with the surrounding land use pattern, current and anticipated.

(2) Dance Halls, Reception Halls, Nightclubs, Billiard or Pool Halls: providing that the nuisance aspects of these uses are mitigated to the extent possible using screens, buffers, limitations on hours of business, or other conditions necessary in the opinion of the Planning Commission to allow the unique aspects of this type of use to blend in with the surrounding land use pattern, current and anticipated.

E. Dimension and Area Requirements

Standard	Requirement
Height (maximum)	50 feet
Park Area (minimum)	
Served by sanitary sewer	87,120 square feet
Not served by sanitary sewer	217,800 square feet
	Note: These are minimum acreages/sizes required to make application for this zoning district application unless the application is made in order to add area to an existing L.I.P. area already meeting this minimum requirement
Individual Lot Area (minimum)	
Served by sanitary sewer	5,000 square feet
Not served by sanitary sewer	43,560 square feet
Lot Width (minimum)	50 feet
Open Space (minimum per lot)	20 percent
Front Yard Setback (minimum)	50 feet
Side Yard Setback (minimum)	
Not adjoining a residential use	15 feet
Adjoining a residential use	25 feet
Rear Yard Setback (minimum)	25 feet

F. Parking & Off-Street Loading Requirements

Parking requirements may be found in Article 11 of these Zoning Regulations, by use.

G. Sign Requirements

Sign requirements as set out in Article 12 of these Zoning Regulations.

Given First Reading at a Regular Meeting of the Fiscal Court of Nelson County, Kentucky on the 6th day of October, 2015.

Adopted this 20th day of October, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

County Judge/Executive

ATTEST:

Nelson County Court Clerk

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON
NELSON FISCAL COURT
ORDINANCE NO. 930.1-9

An Amended Ordinance relating to Section 6.17 Light Industrial District (I-1) of the Zoning Regulations for Bardstown, Bloomfield, Fairfield, New Haven, and Nelson County, Kentucky

Section 6.17: Light Industrial District (I-1)

Intent: The intent of this zoning district classification, when properly applied, is to provide areas for industrial uses that have no off site impacts, including visual impacts, and that blend well with other less intense uses. All industrially zoned areas must be served by public sanitary sewers in City of Bardstown. All areas outside the City of Bardstown must be served by an approved sanitary sewer system that meets the requirements of the State of Kentucky, as required by the Environmental Protection Agency and the Division of Water. (See P.U.D.)

A. Principal Uses Permitted

Manufacturing, fabrication, storage and/or processing of any product or commodity, except as otherwise provided in these regulations, with operations that have no adverse off site impacts from noise, dust, odors, or light. All operations must be confined within a building or other Planning Commission approved structure.
Micro-breweries and craft distilleries
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.
Retail sale of any product or commodity manufactured, fabricated, or processed on the premises.

B. Accessory Uses Permitted

Parking lots and structures
Garage or other accessory building

C. Conditional Uses Permitted

(1) Mobile Home as Place of Residence for a Commercial Watchman: The Board of Adjustment, when reviewing applications for this conditional use, shall consider the following factors: if there other facilities that can reasonably accommodate a watchman's residence, if so the permit may be denied; if there is a necessity for a watchman living on site; sewage disposal facilities; as well as aesthetic considerations, appearance, and maintenance concerns.

(2) Temporary and Transitional Uses. The purpose of this provision is to allow temporary and transitional use(s) of industrially zoned buildings, structures, and land while preserving the community's supply of industrially zoned property until such time as market demand justifies use of such property in a manner that will significantly meet the community's economic development needs.

(a) Uses: The following temporary and transitional uses may be considered as conditional uses:
(i) Commercial service facilities providing services that are physically and sales oriented towards industrial district users and employees (all other users are only incidental customers), including, but not limited to, childcare and day care facilities, branch offices of banks, savings and loans, credit unions, and similar financial institutions, and restaurants, cafeterias, catering facilities, and similar facilities not serving beer, wine and/or alcohol by the drink and not including drive-through facilities;
(ii) Mini-warehousing and mini-storage facilities;
(iii)Churches, parish halls, and temples;
(iv)Training schools (vocational and industrial);
(v) Meeting rooms, reception halls, and exposition, conference centers, and tourist

centers;
(vi) Airport, heliports, and aviation uses;
(vii) Indoor and outdoor athletic facilities; and,
(viii) Those uses that the Board of Adjustment determines are similar in type and intensity and that are compatible with and not be detrimental to, conflicting with, or impair the integrity and character of the existing industrial zoning and uses.

(b) Minimum Standards: Temporary and transitional uses must meet the following minimum standards:
(i) The Conditional Use Permit shall be authorized for one particular use and occupant/tenant and shall not be transferrable to another use or occupant/tenant. The Conditional Use Permit shall expire if the use shall cease for more than 3 consecutive months.
(ii) The transitional or temporary use shall be conducted and/or operated on the property and/or within the existing buildings and structures and shall not involve the construction of any new buildings or structures or permanent site alterations or changes. Any pavement or gravel added for a transitional or temporary use shall be removed upon termination of the use and the ground reseeded within 2 weeks of removal of pavement or gravel.
(iii) No transitional or temporary use shall be located on or adjoining a property or located within an existing building and/or structure that poses a dangerous, injurious, noxious or otherwise objectionable condition caused by fire, explosion or other hazards, noise or vibration, smoke, dust or other form of air pollution, liquid or solid refuse or wastes, or any other substance, condition or element used in such a manner or in such amount as to adversely affect the transitional or temporary use.
(iv) If located within an existing building and/or structure that houses existing industrial uses, evidence of fire protection (firewall, etc.) shall be provided.
(v) Hours of operation of the transitional or temporary use shall not conflict with other uses in the building with regard to noise, parking, and building safety.
(vi) Minimum and maximum off-street parking requirements must be satisfied for all uses within the building, and pedestrian and vehicular circulation patterns, including location of ingress and egress, parking lots and driveways, must be designed to safely accommodate non-industrial traffic and avoid conflicts with truck traffic.
(vii) If transitional or temporary uses are to be conducted outside and will be located within 500 feet of residential use or zoning, a lighting plan must be submitted to determine compliance with maximum lighting standards as set forth in the Commercial Establishments Design Standards Ordinance.
(viii) Any outdoor storage for a transitional or temporary use in I-1M or I-2 zoning district must be screened if adjoining residential use or zoning. No outdoor storage or sales/display areas are allowed in I-1 zoning district.
(ix) Any other condition that the BOA determines necessary to ensure that uses are compatible and would not be detrimental to, conflicting, with, or impair the integrity and character of the existing industrial zoning and uses.
(only in effect in Cities of Bardstown, Bloomfield, Fairfield, and New Haven)

D. Planned Unit Development Uses Permitted (approved as provided for in Section 8.2 of these Regulations)

(1) Industry not able to connect to public sanitary sewers: and proposes to use of an alternative sewer treatment method. System must be approved by State and Local Health officials and any other agencies the Planning Commission may deem appropriate. Minimum lot area may be increased if deemed necessary to accommodate system

E. Dimension and Area Requirements

Standard	Requirement
Height (maximum)	50 feet
Lot Area (minimum)	
Served by sanitary sewer	20,000 square feet
Not served by sanitary sewer	2 acres
Lot Width (minimum)	50 feet
Open Space (minimum per lot)	20 percent
Front Yard Setback (minimum)	50 feet

Side Yard Setback (minimum)	
Not adjoining a residential use	15 feet
Adjoining a residential use	25 feet
Rear Yard Setback (minimum)	25 feet

F. Parking & Off-Street Loading Requirements

Parking requirements may be found in Article 11 of these Zoning Regulations, by use.

G. Sign Requirements

Sign requirements as set out in Article 12 of these Zoning Regulations.

Given First Reading at a Regular Meeting of the Fiscal Court of Nelson County, Kentucky on the 6th day of October, 2015.

Adopted this 20 day of October, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

County Judge/Executive

ATTEST:
Nelson County Court Clerk

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON
NELSON FISCAL COURT
ORDINANCE NO. 930.1-10

An Amended Ordinance relating to Section 6.18 Moderate Impact Industrial District (I-1M) of the Zoning Regulations for Bardstown, Bloomfield, Fairfield, New Haven, and Nelson County, Kentucky

Section 6.18: Moderate Impact Industrial District (I-1M)

Intent: The intent of this zoning district classification, when properly applied, is to provide areas for industrial uses that, although not heavy or hazardous, do have some impact off site, usually visual. All industrially zoned areas must be served by pubic sanitary sewers in City of Bardstown. All areas outside the City of Bardstown must be served by an approved sanitary sewer system that meets the requirements of the State of Kentucky, as required by the Environmental Protection Agency and the Division of Water. (See P.U.D.)

A. Principal Uses Permitted

Manufacturing, fabrication, storage and/or processing of any product or commodity, except as otherwise provided in these regulations, with operations that have no off site impacts from noise, dust, odors, or light considered to be occurring at nuisance levels as determined and documented by the Planning Commission or its designee.
Micro-breweries and craft distilleries
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.
Retail sale of any product or commodity manufactured, fabricated, or processed on the premises.
Outdoor storage of heavy equipment
Outdoor storage of bulk materials, such as but not limited to: sand; gravel; and salt

B. Accessory Uses Permitted

Parking lots and structures
Garage or other accessory building

C. Conditional Uses Permitted

(1) Mobile Home as Place of Residence for a Commercial Watchman: The Board of Adjustment, when reviewing applications for this conditional use, shall consider the following factors: if there other facilities that can reasonably accommodate a watchman's residence, if so the permit may be denied; if there is a necessity for a watchman living on site; sewage disposal facilities; as well as aesthetic considerations, appearance, and maintenance concerns.

(2) Temporary and Transitional Uses. The purpose of this provision is to allow temporary and transitional use(s) of industrially zoned buildings, structures, and land while preserving the community's supply of industrially zoned property until such time as market demand justifies use of such property in a manner that will significantly meet the community's economic development needs.

(a) Uses: The following temporary and transitional uses may be considered as conditional uses:

(i) Commercial service facilities providing services that are physically and sales oriented towards industrial district users and employees (all other users are only incidental customers), including, but not limited to, childcare and day care facilities, branch offices of banks, savings and loans, credit unions, and similar financial institutions, and restaurants, cafeterias, catering facilities, and similar facilities not serving beer, wine and/or alcohol by the drink and not including drive-through facilities;

(ii) Mini-warehousing and mini-storage facilities;

(iii) Churches, parish halls, and temples;

(iv) Training schools (vocational and industrial);

(v) Meeting rooms, reception halls, and exposition, conference centers, and tourist centers;

(vi) Airport, heliports, and aviation uses;

(vii) Indoor and outdoor athletic facilities; and,

(viii) Those uses that the Board of Adjustment determines are similar in type and intensity and that are compatible with and not be detrimental to, conflicting with, or impair the integrity and character of the existing industrial zoning and uses.

(b) Minimum Standards: Temporary and transitional uses must meet the following minimum standards:

(i) The Conditional Use Permit shall be authorized for one particular use and occupant/tenant and shall not be transferrable to another use or occupant/tenant. The Conditional Use Permit shall expire if the use shall cease for more than 3 consecutive months.

(ii) The transitional or temporary use shall be conducted and/or operated on the property and/or within the existing buildings and structures and shall not involve the construction of any new buildings or structures or permanent site alterations or changes. Any pavement or gravel added for a transitional or temporary use shall be removed upon termination of the use and the ground reseeded within 2 weeks of removal of pavement or gravel.

(iii) No transitional or temporary use shall be located on or adjoining a property or located within an existing building and/or structure that poses a dangerous, injurious, noxious or otherwise objectionable condition caused by fire, explosion or other hazards, noise or vibration, smoke, dust or other form of air pollution, liquid or solid refuse or wastes, or any other substance, condition or element used in such a manner or in such amount as to adversely affect the transitional or temporary use.

(iv) If located within an existing building and/or structure that houses existing industrial uses, evidence of fire protection (firewall, etc.) shall be provided.

(v) Hours of operation of the transitional or temporary use shall not conflict with other uses in the building with regard to noise, parking, and building safety.

(vi) Minimum and maximum off-street parking requirements must be satisfied for all uses within the building, and pedestrian and vehicular circulation patterns, including location of ingress and egress, parking lots and driveways, must be designed to safely accommodate non-industrial traffic and avoid conflicts with truck traffic.

(vii) If transitional or temporary uses are to be conducted outside and will be located within 500 feet of residential use or zoning, a lighting plan must be submitted to determine compliance with maximum lighting standards as set forth in the Commercial Establishments Design Standards Ordinance.

(viii) Any outdoor storage for a transitional or temporary use in I-1M or I-2 zoning district must be screened if adjoining residential use or zoning. No outdoor storage or sales/display areas are allowed in I-1 zoning district.

(ix) Any other condition that the BOA determines necessary to ensure that uses are compatible and would not be detrimental to, conflicting, with, or impair the integrity and character of the existing industrial zoning and uses.

(only in effect in Cities of Bardstown, Bloomfield, Fairfield, and New Haven)

D. Planned Unit Development Uses Permitted (approved as provided for in Section 8.2 of these Regulations)

(1) Places Whose Primary Business is to Provide Adult Entertainment: providing that the nuisance aspects of these uses are mitigated to the extent possible using screens, buffers, limitations on hours of business, or other conditions necessary in the opinion of the Planning Commission to allow the unique aspects of this type of use to blend in, if possible, with the surrounding land use pattern, current and anticipated.

(2) Industry not able to connect to public sanitary sewers: and proposes to use of a alternative sewer treatment method. System must be approved by State and Local Health officials and any other agencies the Planning Commission may deem appropriate. Minimum lot area may be increased if deemed necessary to accommodate system

E. Dimension and Area Requirements

Standard	Requirement	Standard	Requirement
Height (maximum)	50 feet	Front Yard Setback (minimum)	50 feet
Lot Area (minimum) Served by sanitary sewer Not served by sanitary sewer	 20,000 square feet 2 acres	Side Yard Setback (minimum) Not adjoining a residential use Adjoining a residential use	 25 feet 50 feet
Lot Width (minimum)	50 feet	Rear Yard Setback (minimum)	50 feet
Open Space (minimum per lot)	20 percent		

F. Parking & Off-Street Loading Requirements

Parking requirements may be found in Article 11 of these Zoning Regulations, by use.

G. Sign Requirements

Sign requirements as set out in Article 12 of these Zoning Regulations.

Given First Reading at a Regular Meeting of the Fiscal Court of Nelson County, Kentucky on the 6th day of October, 2015.

Adopted this 20th day of October, 2015, by 5 ayes and 0 nays.

NELSON FISCAL COURT

County Judge/Executive

ATTEST:

Nelson County Court Clerk

Amended City of Bardstown, Ordinance B2010-12, August 29, 2010; City of Bloomfield, Ordinance #70, Series 2010, December 3, 2010; City of Fairfield, Ordinance 2010-P&Z 01, December 8, 2010; and, City of New Haven, Ordinance #417, Series 2010, September 29, 2010.

The foregoing ordinances amending the Ordinance relating to Zoning Regulations for Nelson County were approved on motion of Sam Hutchins, second of Keith Metcalfe and by affirmative vote of all Court members.

*** ***** ***

TAX MORATORIUM

On motion of Jeff Lear, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve tax moratorium applications submitted by Patrick Hayden and David L. Shafer:

NELSON COUNTY - KENTUCKY

APPLICATION FOR ASSESSMENT/REASSESSMENT MORATORIUM CERTIFICATE

Please read The "Explanation of Assessment/Reassessment Moratorium Certificate" prior to completing this application – attached.

All Haydens Inc

OWNER INFORMATION

Name	Patrick Hayden			Phone	502 347 3504
Mailing Address	401 Glenwood Dr				
City	Bardstown	State	Ky	Zip	40004

PROPERTY INFORMATION

Type	☑ Commercial ☐ Residential		Project Completion Date	Feb 2016	
Location /Address	9 Old Bloomfield Pike Bardstown Ky		Age of Building	70 yrs	

General Description of Property: Retail Barn & metal building

General Description of Proposed Use: To open additional retail stores - Planning to add 4 additional retail spaces

If commercial, list the fixed building equipment and a statement of the economic advantages expected from the moratorium and construction employment:

4 New retail Stores to add additional employment opportunity

Applicant's estimated Total Costs of rehabilitation or repair	$ 450,000	Applicant's estimate of fair cash value of property as of the date of this application	$ 462,000

AFFIDAVIT AND OATH

I, Patrick Hayden, hereby swear (affirm) under penalty of perjury that I (we) am (are) the owner(s) of the property for which this assessment moratorium is sought and that all information contained in this application is true and correct.

Signature of Applicant(s) — Date 10/2/15

OFFICIAL USE ONLY DO NOT WRITE BELOW THIS LINE

PROPERTY VALUATION ADMINISTRATOR

Property Valuation Administrator's Appraisal	$ 462,000	
This Application is	☑ APPROVED	☐ DISAPPROVED

Barbara Ackerson — Signature of Property Valuation Administrator — Date 10-5-15

RECEIVED
OCT 06 2015
NELSON CO.
CODE ENFORCEMENT

NELSON COUNTY - KENTUCKY

APPLICATION FOR ASSESSMENT/REASSESSMENT MORATORIUM CERTIFICATE

Please read The "Explanation of Assessment/Reassessment Moratorium Certificate" prior to completing this application – attached.

OWNER INFORMATION

Name	David L Shafer dba RiverCity Investments, LLC		Phone	502-655-9820	
Mailing Address	10375 Louisville Rd				
City	Cox's Creek	State Ky	Ky	Zip	40013

PROPERTY INFORMATION

Type	☐ Commercial ☑ Residential	Project Completion Date	
Location /Address	10309 Louisville Road	Age of Building	50+ yrs

General Description of Property: House; Uninhabitable; Large holes in roof, large holes in floor, broken windows, ceiling falling in, non-working plumbing, outdated electrical, non-working furnace, mold on walls, standing water on floors, mold in carpet (etc)

General Description of Proposed Use: Demolition

If commercial, list the fixed building equipment and a statement of the economic advantages expected from the moratorium and construction employment:

Applicant's estimated Total Costs of rehabilitation or repair	$ 10,000.00	Applicant's estimate of fair cash value of property as of the date of this application	$ 44,000.00

AFFIDAVIT AND OATH

I, David L Shafer, **hereby swear (affirm) under penalty of perjury that I (we) am (are) the owner(s) of the property for which this assessment moratorium is sought and that all information contained in this application is true and correct.**

David L Shafer — Signature of Applicant(s)

June 11, 2015 — Date

OFFICIAL USE ONLY DO NOT WRITE BELOW THIS LINE

PROPERTY VALUATION ADMINISTRATOR

41000-00-103.02

Property Valuation Administrator's Appraisal	$ 44000	
This Application is	☑ APPROVED	☐ DISAPPROVED

Barbara Ice — Signature of Property Valuation Administrator

10-6-15 — Date

*** ***** ***

INDUSTRIAL REVENUE BONDS

**JIM BEAM BRANDS CO. - RESOLUTION AND ORDINANCE

The following resolution is approved on motion of Bernard Ice, second of Jeff Lear, and by affirmative vote of all Court members:

AMENDED AND RESTATED RESOLUTION

AN AMENDED AND RESTATED RESOLUTION OF THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY (THE "COUNTY"), AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND JIM BEAM BRANDS CO. (THE "COMPANY") RELATING TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WAREHOUSES AND BARRELS THEREIN TO BE LOCATED IN THE COUNTY; AGREEING TO UNDERTAKE THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS AT THE APPROPRIATE TIME TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING SAID FACILITIES; AND TAKING OTHER PRELIMINARY ACTION.

WHEREAS, Jim Beam Brands, Co. (the "Company") proposes the acquisition,

construction, equipping and installation of warehouses and barrels therein in Nelson County, Kentucky (the "Project"), as provided for in Section 103.200 of the Kentucky Revised Statutes, and in this connection it has been determined that the County may assist the Company by causing the acquisition, construction, equipping and installation of the Project and by entering into at the appropriate time a lease agreement with reference thereto pursuant to authority of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the "Act"), all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the County; such lease agreement to be upon such terms and conditions as the Act may require and the County may deem advisable; and

WHEREAS, the acquisition, construction, equipping and installation of the Project by the Company will encourage the expansion of commerce in accordance with the public policy of the Commonwealth of Kentucky by promoting the economic development of the Commonwealth of Kentucky and the County, will relieve conditions of unemployment, will encourage the increase of industry and will improve the economic welfare of the people of the County; and

WHEREAS, the County is further authorized by the Act to issue bonds, which term under the Act encompasses bonds, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a city, county or other authority pursuant to the Act, for the purpose of defraying the cost of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act; discussions have occurred between representatives of the Company and the County incident to the issuance of industrial building revenue bonds by the County; the County has agreed with the Company to issue such bonds upon compliance by the Company with certain conditions, requirements and obligations, and subject to the approval of the County of the terms of all agreements, ordinances and other documents required incident to said bond issue; and the County has authorized the Company to proceed with the acquisition, construction, equipping and installation of the Project, subject to reimbursement of the costs of the Project from the proceeds of such bonds, when, as and if issued; and

WHEREAS, based upon an estimate of the costs of the Project, the County, in a Resolution adopted on November 1, 2011 (the "Original Inducement Resolution"), originally proposed to issue its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the County in an amount not to exceed $205,000,000 to be sold and delivered by the County to pay the costs of the Project, together with costs incident to the authorization, sale and issuance of such industrial building revenue bonds, but with such contributions from the Company as would have been necessary; and

WHEREAS, based upon revised estimates of the costs of the Project prepared by the Company, the County proposes to increase the amount of its proposed issue of industrial building revenue bonds from $205,000,000 to an amount not to exceed TWO HUNDRED FORTY FIVE MILLION ($245,000,000) (the "Bonds") to be sold and delivered by the County to pay the costs of the Project, together with costs incident to the authorization, sale and issuance of such Bonds, but with such contributions from the Company as will be necessary; and

WHEREAS, the County proposes to enter into at the appropriate time a lease agreement with the Company with respect to the Project, whereby the Company will covenant and agree to pay amounts sufficient to provide for the payment of principal of and premium, if any, and interest on the Bonds, together with all trustee and paying agents' fees in connection with the Bonds as the same become due and payable; the liability of the Company under this instrument or any other instrument related to the issuance of the Bonds shall be limited to its interest in the Project to be financed thereby and no party shall have the right to obtain payment from the Company or from any assets of the Company other than such Project; and

WHEREAS, it is deemed necessary and advisable that a Memorandum of Agreement between the County and the Company be executed setting forth the preliminary agreements of the parties with respect to the acquisition, construction, equipping and installation of the Project, the issuance of the Bonds to defray the costs thereof and the payments to be made by the Company with respect to the Project; and

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY, AS FOLLOWS:

Section 1. It is hereby found, determined and declared that (i) the recitals set forth in the preamble to this Resolution, which are incorporated in this Section by reference, are true and correct; (ii) the total amount of money necessary to be provided by the County for the acquisition, construction, equipping and installation of the Project to be financed by the Bonds will not exceed TWO HUNDRED FORTY FIVE MILLION DOLLARS ($245,000,000); (iii) the Company has represented that it will have sufficient financial resources to acquire, construct, equip and install the Project and to place it in operation and to continue to operate, maintain and insure the Project throughout the term of the Bond issue, meeting when due the obligations of the proposed lease agreement; and (iv) sufficient safeguards will be provided by the lease agreement to insure that all money provided by the County from the proceeds of the sale of the Bonds will be expended by way of direct expenditure or reimbursement, solely and only for the purposes of the Project.

Section 2. It is hereby found, determined and declared that the cost of acquiring, constructing, equipping and installing the Project will be paid out of the proceeds of the Bonds and such contributions of the Company as may be necessary to complete the Project as defined in the lease agreement to be executed by and between the County and the Company at the appropriate time pursuant to the Act; **THAT NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE COUNTY; THAT NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE COUNTY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER, BUT THAT THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER SUCH LEASE AGREEMENT; AND THAT NO PART OF SAID COSTS WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE COUNTY.**

Section 3. In order to induce the acquisition, construction, equipping and installation of the Project in the County with the resultant public benefits which will flow therefrom, it is deemed necessary and advisable that the Memorandum of Agreement hereinafter referred to be approved and executed for and on behalf of the County. Accordingly, the Memorandum of Agreement by and between the Company and the County substantially in the form and with the contents set forth in EXHIBIT A attached hereto and incorporated herein by reference is hereby approved and the County Judge/Executive is hereby authorized and directed to execute and deliver said Memorandum of Agreement.

Section 4. Inasmuch as the Project is to be acquired, constructed, equipped and installed in order to conform to the requirements of the Company, so that the Company may provide additional industrial and economic development and employment to citizens and residents of the local community, and inasmuch as the Company is able to plan, acquire, construct, equip and install the Project and possesses more expertise in such matters, it is hereby found, determined and declared that acquisition, construction, equipping and installation of the Project should be undertaken or caused to be undertaken by the Company. Accordingly, the Company is hereby authorized to formulate and develop plans for the acquisition, construction, equipping and installation of the Project and to enter into such contracts and undertakings as may be required for the acquisition, construction, equipping and installation of the Project. Reimbursements made to the Company after the receipt of the proceeds of the sale of the proposed Bond issue by the County shall be subject to the certifications by qualified persons to be designated by the

Company as specified in the lease agreement to be entered into by the County and the Company at the appropriate time pursuant to the Act.

Section 5. This Resolution and the Memorandum of Agreement approved hereby constitute the present official intent of the County to issue the Bonds at a later date.

Section 6. Stites & Harbison, PLLC, Louisville, Kentucky, is hereby approved as local Bond Counsel. Local Bond Counsel is authorized and directed to take any legal action necessary or appropriate in connection with the issuance of the Bonds. The County Attorney is authorized and directed to assist Local Bond Counsel in any appropriate manner.

Section 7. No County funds shall be expended on the Project, except such as are derived from Bond proceeds.

Section 8. To the extent any resolution (including the Original Inducement Resolution), ordinance or part thereof is in conflict, the provisions of this Resolution shall prevail and be given effect.

Section 9. This Resolution shall be in full force and effect from and after its adoption as provided by law.

INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED MEETING OF THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY, held on the 20 day of October, 2015, on the same occasion signed in open session by the County Judge/Executive as evidence of his approval, attested under seal by the Fiscal Court Clerk, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

Dean Watts

DEAN WATTS,
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

Elaine C. Filiatreau

ELAINE FILIATREAU
FISCAL COURT CLERK

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Fiscal Court Clerk of the Fiscal Court of Nelson County, Kentucky, and as such Fiscal Court Clerk, I further certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Fiscal Court of said County at a duly convened meeting held on the 20 day of OCTOBER,

2015, signed by the County Judge/Executive, duly filed and recorded in my office, all as appears from the official records of said Fiscal Court in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 20 day of October, 2015.

Elaine Filiatreau

ELAINE FILIATREAU
FISCAL COURT CLERK

ORDINANCE - JIM BEAM BRANDS CO. BOND ISSUANCE (FIRST READING)

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinance relating to the issuance of bonds for Jim Beam Brands Co., Inc.

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

AN ORDINANCE OF THE COUNTY OF NELSON, KENTUCKY (THE "ISSUER"), AUTHORIZING THE ISSUANCE OF BONDS IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $245,000,000 AND DENOMINATED COUNTY OF NELSON, KENTUCKY INDUSTRIAL BUILDING REVENUE BONDS, (JIM BEAM BRANDS CO. PROJECT), SERIES 2015, (THE "BONDS"); APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF (i) A TRUST INDENTURE (THE "INDENTURE"), BETWEEN THE ISSUER AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE") SECURING THE BONDS, (ii) A LEASE AGREEMENT, BY AND BETWEEN THE ISSUER AND JIM BEAM BRANDS CO. (THE "LESSEE"), (iii) A BOND PURCHASE AGREEMENT, BY AND AMONG THE ISSUER, THE LESSEE AND BEAM SUNTORY INC. (THE "BOND PURCHASER"), (iv) AN IN-LIEU OF TAX PAYMENTS AGREEMENT, BY AND BETWEEN THE ISSUER AND THE LESSEE, IF ANY, (v) A HOME OFFICE PAYMENTS AGREEMENT, BY AND AMONG THE ISSUER, THE TRUSTEE, THE LESSEE AND THE BOND PURCHASER, AND (vi) ANY AND ALL OTHER RELATED DOCUMENTS; AND THE TAKING OF OTHER RELATED ACTION.

WHEREAS, the County of Nelson, Kentucky (the "Issuer"), pursuant to the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes, as amended (the "Act"), is specifically authorized and empowered to issue up to $245,000,000 of its County of Nelson, Kentucky Industrial Building Revenue Bonds, (Jim Beam Brands Co. Project), Series 2015 (the "Bonds"), hereinafter approved; and

WHEREAS, Jim Beam Brands Co. (the "Lessee"), a Delaware corporation, proposes that the Issuer, pursuant to the Act, assist the Lessee in financing the acquisition, construction, equipping and installation of real property, warehouses and barrels located in Nelson County, Kentucky (hereinafter referred to as the "Project") (which is more particularly described in the Agreement hereinafter identified and approved), and the Project qualifies for financing within the meaning of the Act; and

WHEREAS, the Issuer has agreed and is willing, pursuant to the Act, to issue the Bonds and to utilize the proceeds of such Bonds to assist in the Project upon terms which are set forth in the Lease Agreement (the "Agreement"), by and between the Issuer and the Lessee hereinafter approved; and

WHEREAS, pursuant to the provisions of Section 103.230 of the Act, the Lessee has made a request in writing, addressed to the Issuer, that the sale of the Bonds, bearing interest as set out in the Trust Indenture (the "Indenture"), by and between the Issuer and U.S. Bank National Association, as Trustee (the "Trustee") (or any successors or substitutes therefor),

hereinafter approved shall be made upon a private placement basis to Beam Suntory Inc. (the "Bond Purchaser") (or any successors or substitutes therefor); and

WHEREAS, it is necessary and proper in the interests of the health, safety, convenience and general welfare of the citizens, residents and inhabitants of the Issuer and its environs that the Issuer (a) authorize the issuance of the Bonds, (b) authorize the execution of the Agreement between the Issuer and the Lessee, (c) authorize the execution of the Indenture to the Trustee (or to any other institution which may serve as Trustee as described in such Indenture) for the holders of the Bonds, and the execution of related documents, (d) authorize the execution and delivery of a Bond Purchase Agreement (the "Purchase Agreement"), by and among the Issuer, the Lessee and the Bond Purchaser, (e) authorize the issuance and delivery of an In-Lieu of Tax Payments Agreement, by and between the Issuer and the Lessee, (f) authorize the execution and delivery of a Home Office Payments Agreement, by and among the Issuer, the Trustee, the Lessee and the Bond Purchaser, and (g) confirm and approve the sale of the Bonds and approve other necessary or related documents and actions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY OF NELSON, KENTUCKY, ACTING BY AND THROUGH ITS FISCAL COURT, AS FOLLOWS:

Section 1. Bond Authorization. For the purposes set forth in the preamble, which is incorporated as a part hereof, the Issuer, acting by and through its Fiscal Court, hereby:

(A) Confirms and ratifies the Resolution of the Fiscal Court, adopted on November 1, 2011, as amended and restated on October 20, 2015, whereby the Issuer agreed to authorize and issue its bonds for industrial building purposes for the Lessee.

(B) Authorizes the sale, issuance, execution and delivery of bonds in an aggregate principal amount not to exceed $245,000,000 principal amount of the Bonds, the Bonds to be issued in the form and subject to the terms and specifications set forth in the Indenture and in the Purchase Agreement identified and approved herein.

(C) Authorizes the use of the proceeds of the Bonds, as provided in the Indenture and in the Agreement hereinafter approved, for the Project.

(D) Authorizes and approves the appointment of U.S. Bank National Association to serve as Trustee (or any successors or substitutes therefor), in connection with the Bonds.

Section 2. Agreement Authorization. The Issuer hereby approves, and the County Judge/Executive is hereby authorized, empowered and directed to execute, acknowledge and deliver on behalf of the Issuer, with the attestation of the Fiscal Court Clerk, the Agreement (and the amendments thereto relating to each series of Bonds authorized hereunder) which is hereby approved, authorized and adopted in substantially the form submitted herewith and designated Exhibit A, respectively, with such changes therein as the officials executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Indenture Authorization. In order to provide for the authorization and security of the Bonds to be issued pursuant to the Act to finance the Project and expenses incident to such financing and to prescribe the terms and conditions upon which the Bonds are to be secured, executed, authenticated, accepted and held, the Issuer hereby approves and the County Judge/ Executive is hereby authorized, empowered and directed to execute and acknowledge on behalf of the Issuer, with the attestation of the Fiscal Court Clerk, the Indenture, and said officials are hereby authorized, empowered and directed to cause the Indenture to be accepted, executed and acknowledged by the Trustee hereby so appointed (or other institution as described in the Indenture). The Indenture is hereby approved, authorized and adopted in substantially the form submitted herewith and designated Exhibit B, with such changes as the officials executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Bonds will mature as to principal no later than thirty (30) years after the date of issuance of the Bonds, will be subject to redemption in certain events and will bear interest payable periodically at the rate or rates, all as provided in the Indenture, reference to which is hereby made.

It is acknowledged that in and by the Indenture, as it is hereby approved, that the Trustee may have discretion in designating the Paying Agent (as defined in the Indenture) in respect of the Bonds.

Section 4. Purchase Agreement Authorization. The Issuer hereby approves, and the County Judge/Executive is authorized and directed to execute and deliver on behalf of the Issuer,

the Purchase Agreement in connection with the original sale of the Bonds, in substantially the form submitted herewith and designated Exhibit C with such changes as the official executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Tax Payments Agreement Authorization. The Issuer hereby approves, and the County Judge/Executive is authorized and directed to accept on behalf of the Issuer, an In-Lieu of Tax Payments Agreement, if any, in such form as the official executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Home Office Payments Agreement. The Issuer hereby approves, and the County Judge/Executive is authorized and directed to accept on behalf of the Issuer, the Home Office Payments Agreement, in substantially the form submitted herewith and designated Exhibit D with such changes as the official executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. Bond Sale Authorization. The sale of the Bonds pursuant to the terms of the Purchase Agreement is hereby authorized, approved and directed. The County Judge/Executive is hereby authorized to approve such sale document.

Section 8. Authorization of Official to Approve Interest Rate. The County Judge/Executive is authorized to approve on behalf of the Issuer the interest rate to be borne by the Bonds; provided, however, that such interest rate shall not exceed 10% per annum.

Section 9. General Authorization. The County Judge/Executive, the Fiscal Court Clerk, the County Attorney and other appropriate County officials, and each of them, for and on behalf of the Issuer, are hereby authorized, empowered and directed to do and perform any and all things necessary to effect the execution of the Indenture, their execution and acceptance by the Trustee, the performance of all obligations of the Issuer pursuant to the Indenture and related documents, the execution and delivery of the Bonds and the performance of all other actions of whatever nature necessary to effect and carry out the authority conferred by this Ordinance and by the Indenture. The County Judge/Executive, the Fiscal Court Clerk, the County Attorney and other appropriate County officials are hereby further authorized, empowered and directed for and on behalf of the Issuer to execute all papers, documents, certificates, releases, terminations, financing statements or other instruments (including but not limited to a deed from Lessee to the Issuer) that may be required for the carrying out and effectuation of the authority conferred by and the purposes of this Ordinance and the Indenture, or to evidence said authority and purposes, and to exercise and otherwise take all action necessary to the full realization of the rights and purposes of the Issuer under the Agreement and related documents and to perform all of the obligations of the Issuer under the Agreement and related documents. Further, the County Judge/Executive, the Fiscal Court Clerk, the County Attorney and other appropriate County officials, and each of them, for and on behalf of the Issuer, are hereby authorized, empowered and directed to execute (i) any amendments or supplements to the Agreement and Indenture, and (ii) any additional deed from the Lessee to convey Issuer additional real property to be funded by Bond proceeds and used in connection with the Project and to take all other action necessary to the full realization of the rights and purposes of the Issuer under any such amendments, supplements or additional deeds.

Section 10.Issuer Bond Obligations Limited. **THE ISSUER SHALL NEVER BE REQUIRED TO PAY FROM ITS OWN FUNDS ANY OBLIGATIONS DERIVING FROM THE ISSUANCE OF THE BONDS, AND THE BONDS ARE DECLARED TO BE SPECIAL AND LIMITED OBLIGATIONS PAYABLE SOLELY AND ONLY FROM THE RECEIPTS DERIVED UNDER THE AGREEMENT WITH RESPECT TO THE PROJECT AND THE TRUST ESTATE CREATED UNDER THE INDENTURE, AS PROVIDED IN THE DOCUMENTS HEREIN APPROVED.**

Section 11. Severability. The provisions of this Ordinance except Section 10 are hereby declared to be severable and if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 12. Ordinance Controls. In the event of any conflict or conflicts between the provisions of this Ordinance and of any prior ordinances, resolutions or parts thereof, the provisions of this Ordinance shall prevail.

Section 13. Ordinance Effective. This Ordinance shall be in full force and effect from and after its adoption as provided by law. The summary of this Ordinance read at the meetings of the Fiscal Court described below is approved for purposes of publication as provided by law.

After a first readiang, motion was made by Bernard Ice, second by Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED that legal notice advertising the second reading and possible adoption of the proposed ordinance be published in The Kentucky Standard in accordance with KRS 424.

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ORDINANCE - THE BARDSTOWN BOURBON COMPANY BOND ISSUANCE (FIRST READING)

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinance relating to the issuance of bonds for The Bardstown Bourbon Company.

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

AN ORDINANCE OF THE COUNTY OF NELSON, KENTUCKY, AUTHORIZING THE ISSUANCE OF UP TO $85,800,000 PRINCIPAL AMOUNT OF INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2015 (THE BARDSTOWN BOURBON COMPANY, LLC, PROJECT), IN ONE OR MORE SERIES FOR THE PURPOSE OF FINANCING AN INDUSTRIAL BUILDING PROJECT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF: (i) A DEED FROM THE BARDSTOWN BOURBON COMPANY, LLC TO THE COUNTY OF NELSON, (ii) A LEASE AGREEMENT BETWEEN THE COUNTY AND THE BARDSTOWN BOURBON COMPANY, LLC, (iii) A MORTGAGE, (iv) A BOND PURCHASE AGREEMENT, (v) A PAYMENT IN LIEU OF TAXES AGREEMENT, IF APPLICABLE, AND (vi) ANY AND ALL OTHER RELATED DOCUMENTS; AND TAKING OTHER RELATED AND INCIDENTAL ACTION.

WHEREAS, the County of Nelson, Kentucky ("Issuer"), pursuant to the provisions of the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes, (the "Act"), is authorized to issue its revenue bonds and to make the proceeds from the sale thereof available to a company for the purpose of financing industrial building facilities as defined in the Act, such bonds being payable from rental payments made by such company; and under the Act the financing of industrial buildings constitutes a public purpose;

WHEREAS, The Bardstown Bourbon Company, LLC, a Kentucky limited liability company ("Company"), proposes that the Issuer, pursuant to the Act, assist the Company in financing the acquisition of real property and the construction and installation of a distillery, visitor's center, and warehouses and barrels therein to be located on Parkway Drive, Nelson County, Kentucky, for the purpose of establishing industrial buildings for manufacture and storage of distilled spirits and other products (collectively, the "Project"), which Project and the site thereof are more particularly described in the Lease Agreement hereinafter identified and approved; and the Project qualifies for financing as an "industrial building" within the meaning of the Act; and

WHEREAS, the acquisition, construction and installation of the Project will result in the retention of industry and a substantial number of employment opportunities in the community that would otherwise not be available;

WHEREAS, on November 18, 2014, the Fiscal Court of the Issuer adopted a resolution (the "Inducement Resolution") authorizing industrial building revenue bond financing for the benefit of the Company and affirming the Issuer's agreement to undertake such financing at the appropriate time, subject to compliance with the provisions of the Act;

WHEREAS, the Kentucky Economic Development Finance Authority has approved the issuance of the Bonds (as defined herein) and the reduction in the state ad valorem tax in connection with the Bonds and the Project pursuant to KRS 103.210;

WHEREAS, at the request of the Company the Issuer is prepared to issue its revenue Bonds pursuant to the Act for purposes of financing the acquisition, construction and installation of the Project and paying costs of issuance of the Bond, upon terms which are set forth in the Lease Agreement hereinafter identified and approved;

WHEREAS, pursuant to the provisions of Section 103.230 of the Act, the Company will make a request in writing, addressed to the County Judge/Executive acting on behalf of the Issuer, that the sale of the Bonds hereinafter identified and authorized, to bear interest as set out in the Bond Purchase Agreement hereinafter identified and approved, shall be made upon a negotiated basis; and

WHEREAS, it is necessary and proper in the interests of the health, safety, convenience and general welfare of the citizens, residents and inhabitants of the Issuer and its environs that the Issuer (a) authorize the issuance of the Bonds pursuant to the Act in order to finance, for the benefit of the Company, the acquisition, construction and installation of the Project and to pay certain costs of the issuance of the Bonds, (b) authorize the execution of a Lease Agreement between the Issuer, as lessor, and the Company, as lessee, (c) authorize the execution of a Mortgage and the execution of related documents, (d) authorize the execution of a Bond Purchase Agreement and the execution of related documents, (e) authorize the execution of a Payment in Lieu of Taxes Agreement, and (f) authorize and approve the sale of the Bonds and approve other necessary or related documents and actions.

BE IT ORDAINED BY THE FISCAL COURT OF NELSON COUNTY, KENTUCKY, AS FOLLOWS:

Section 1. For the purposes set forth in the preamble, which is incorporated as a part hereof, the Issuer, acting by and through the Fiscal Court, hereby:

(A) Confirms and ratifies the Inducement Resolution and the prior discussions and agreements described therein, whereby the Issuer agreed preliminarily to authorize and issue its Bonds for the Company pursuant to the Act in order to finance the Project;

(B) Accepts from the Company the conveyance of the Project and the sites thereof, subject to the terms and conditions contained in the instruments of conveyance and in the Lease Agreement hereinafter identified and approved;

(C) Authorizes the sale, issuance, execution and delivery of up to $85,800,000 principal amount of Nelson County Industrial Building Revenue Bonds, Series 20145 (The Bardstown Bourbon Company, LLC Project) (the "Bonds"), which shall be issued in substantially the form and subject to the terms and specifications set forth in the Bond Purchase Agreement identified and approved herein, all subject to compliance with the provisions of the Act; and

(D) Authorizes the use of the proceeds of the Bonds, as provided in the Bond Purchase Agreement, Mortgage and Lease Agreement hereinafter identified and approved, to pay the costs of acquisition, construction and installation of the Project and to pay certain costs of issuance of the Bonds.

Section 2. The County/Judge Executive is hereby authorized, empowered and directed to execute, acknowledge and deliver on behalf of the Issuer, as lessor of the Project, and the Company, as lessee (the "Lease Agreement"), which Lease Agreement is hereby approved, authorized and adopted in substantially the form previously submitted and filed with the Clerk of the Fiscal Court, with such changes therein and completions thereof as the officer executing the same may require or approve on behalf of the Issuer, upon the advice of counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. In order to provide for the security of the Bonds, the County Judge/Executive is hereby authorized, empowered and directed to execute and acknowledge on behalf of the Issuer a Security Agreement in favor of the purchaser of the Bonds. The Security Agreement is hereby approved, authorized and adopted in substantially the form previously submitted and filed with the Clerk of the Fiscal Court, with such changes and completions as the officer executing the same may require or approve on behalf of the Issuer, upon the advice of counsel, such approval to be conclusively evidenced by the execution and delivery thereof. So that the statutory mortgage lien provided by Section 103.250 of the Act shall not attach to the Project, the Issuer hereby declares its intention and elects to follow the provisions of Section 103.251 of the Act with respect to the imposition of a foreclosable lien on the Project in connection with the security of the Bonds. The Bonds shall be issued no later than one (1) year from the date of adoption of this Ordinance, shall mature as to principal no later than the date which is thirty (30) years from the date of issuance of the Bonds and shall be subject to redemption and shall bear interest payable periodically at a rate approved by the Company, all as provided in the Bond Purchase Agreement hereinafter identified, reference to which is hereby made.

Section 4. With respect to the authorization and sale of the Bonds, and upon the request of the Company, the Issuer approves, and the County Judge/Executive is authorized and directed to execute and deliver on behalf of the Issuer, a Bond Purchase Agreement between the Issuer and the purchaser of the Bonds to be designated by the Company, and as approved by the Company (the "Bond Purchase Agreement"), being in substantially the form submitted herewith, with such changes and completions as the officer executing the same may require or approve on behalf of the Issuer, upon the advice of counsel, such approval to be conclusively evidenced by the execution and delivery thereof. The sale of the Bonds pursuant to the terms of the Bond Purchase Agreement is hereby authorized, approved and directed.

Section 5. The County Judge/Executive is hereby authorized, empowered and directed to execute, acknowledge and deliver on behalf of the Issuer, if applicable, a Payment In Lieu of Taxes Agreement between the Issuer and the Company (the "Payment In Lieu of Taxes Agreement"), which Payment In Lieu of Taxes Agreement is hereby approved, authorized and adopted in substantially the form previously submitted and filed with the Clerk of the Fiscal Court, with such changes therein and completions thereof as the officer executing the same may require or approve on behalf of the Issuer, upon the advice of counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The County Judge/Executive, the Fiscal Court Clerk, the County Treasurer, the County Attorney and other appropriate officials of Issuer, and each of them, for and on behalf of the Issuer, are hereby authorized, empowered and directed to do and perform any and all things necessary to effect the execution and delivery of the Lease Agreement, the Security Agreement, the Bond Purchase Agreement, the Payment In Lieu of Taxes Agreement and related documents, the performance of all obligations and the preservation of all rights of the Issuer thereunder, the execution and delivery of the Bonds and the performance from time to time of all other actions of whatever nature necessary to carry out the authority conferred or contemplated by and the purposes of this Ordinance, the Lease Agreement, the Security Agreement, the Bond Purchase Agreement, the Payment In Lieu of Taxes Agreement and related documents, and further to approve and to execute all papers, documents, certificates or other instruments that may be required for the carrying out and effectuation from time to time of the authority conferred by and the purposes of this Ordinance, the Lease Agreement, the Security Agreement, the Bond Purchase Agreement, the Payment In Lieu of Taxes Agreement and related documents, or to evidence said authority and purposes.

Section 7. The Bonds and the interest thereon do not represent or constitute an indebtedness of the Issuer or the Commonwealth of Kentucky within the meaning of the Constitution or statutes of the Commonwealth or a pledge of the faith and credit of the Issuer or the Commonwealth. The Issuer shall never be required to pay from its own funds any obligations deriving from the issuance of the Bonds, and the Bonds are declared to be special and limited obligations payable solely and only from the receipts derived under the Lease Agreement and the Security Agreement, as provided in the documents herein approved.

Section 8. The provisions of this Ordinance may be supplemented from time to time by resolution of the Fiscal Court.

Section 9. The provisions of this Ordinance are hereby declared to be severable and, if any section or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 10. In the event of any conflict or conflicts between the provisions of this Ordinance and of any prior ordinances, resolutions or parts thereof, the provisions of this Ordinance shall prevail.

Section 11. This Ordinance shall be in full force and effect upon its passage and approval and upon publication of the legal notice required by Section 103.210 of the Act.

After a first reading, motion was made by Jeff Lear, second by Sam Hutchins, unanimous vote of the Court, IT IS HEREBY ORDERED that legal notice advertising the second reading and possible adoption of the proposed ordinance be published in The Kentucky Standard in accordance with KRS 424.

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RESOLUTION - HEAVEN HILL

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

A RESOLUTION OF THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY (THE "COUNTY") AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND HEAVEN HILL DISTILLERIES, INC., RELATING TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WAREHOUSES AND BARRELS THEREIN TO BE LOCATED IN THE COUNTY; AGREEING TO UNDERTAKE THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS AT THE APPROPRIATE TIME TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING SAID FACILITIES; AND TAKING OTHER PRELIMINARY ACTION.

WHEREAS, Heaven Hill Distilleries, Inc. (the "Company"), is a Kentucky corporation duly organized and in good standing under the laws of the Commonwealth of Kentucky; and

WHEREAS, the Company proposes to undertake an industrial building project, within the meaning of the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285 of the Kentucky Revised Statutes (the "Act"), consisting of: (i) the construction of three bourbon barrel aging warehouses in the County; (ii) the reimbursement to the Company for costs already incurred and paid with respect to the project; (iii) the payment of certain costs of issuance (the Project and the payment of costs of issuance, collectively the "Project"); all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the County; and

WHEREAS, the County (the "Issuer") is authorized by the Act to issue its industrial building revenue bonds (the "Bonds") for the purpose of defraying the cost of the Project; discussions have occurred between the Company and the Issuer incident to the issuance of the Bonds by the Issuer; the Issuer has agreed with the Company to issue the Bonds based upon compliance by the Company with certain conditions, requirements, and obligations, and subject to the approval by the Issuer of the terms of all agreements, ordinances, and other documents required incident to the Bonds issue; and the Issuer has authorized the Company to proceed with the Project, subject to reimbursement of the initial costs of the Project from the proceeds of the Bonds, when, as, and if issued; and

WHEREAS, based upon an estimate of the costs of the Project, the Issuer proposes to issue the Bonds in an amount not to exceed SIXTY-FIVE MILLION THREE HUNDRED THOUSAND DOLLARS ($65,300,000.00), such Bonds to be delivered by the Issuer to pay the costs of the Project, together with costs incident to the authorization and issuance of the Bonds, but with such contributions from the Company as may be necessary; and

WHEREAS, the Issuer proposes to enter into at the appropriate time a lease agreement with the Company (the "Lease Agreement") with respect to the Project, whereby the Company will covenant and agree to make rental payments sufficient to provide for payment of principal of, premium, if any, and interest on the Bonds as the same become due and payable and any other costs of the Issuer incurred in connection with the issuance of the Bonds and the Project; the liability of the Company under this instrument or any other instrument related to the issuance of the Bonds shall be limited to its interest in the Project to be financed thereby and no other party shall have the right to obtain payment from the Company or from any assets of the Company other than such Project; and

WHEREAS, the undertaking of the Project by the Company will promote economic development of the Commonwealth and the Issuer, will relieve conditions of unemployment, will encourage the increase of industry, and will improve the economic welfare of the inhabitants of the Issuer; and

WHEREAS, it is deemed necessary and advisable that a Memorandum of Agreement between the Issuer and the Company be executed setting forth the agreements of the parties with respect to the financing of the Project, the issuance of the Bonds to defray the costs thereof, and the payments by the Company with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF THE ISSUER AS FOLLOWS:

SECTION I. It is hereby found, determined, and declared that the recitals set forth in the preamble to this Resolution, which are incorporated in this Section by reference, are true and correct.

SECTION II. The Project is intended to accomplish the public purposes of the Act by promoting the economic development of the Commonwealth of Kentucky and the Issuer, relieving conditions of unemployment and encouraging the increase of industry.

SECTION III. The Issuer hereby undertakes to issue the Bonds in a principal amount not to exceed SIXTY-FIVE MILLION THREE HUNDRED THOUSAND DOLLARS ($65,300,000.00) to finance or reimburse the Company for the certain costs relating to the Project, for a term of 30 years. The issuance of the Bonds shall be conditioned upon the negotiation of acceptable terms with the purchase of the Bonds and the execution of an acceptable Lease Agreement between the Issuer and the Company.

SECTION IV. The Company has represented that it will have sufficient financial resources to finance the Project and to place in operation and continue to operate, maintain and insure the Project throughout the term of the Bond issue, meeting when due the obligations of the proposed Lease Agreement; and sufficient safeguards will be provided in the Lease Agreement to insure that all money provided from the proceeds of the sale of the Bonds will be expended by way of direct expenditure or reimbursement, solely and only for the purposes of the Project.

SECTION V. The County Judge/Executive is hereby authorized and directed to execute, and the Fiscal Court Clerk of the Issuer is hereby authorized and directed to attest, a Memorandum of Agreement between the Issuer and the Company setting forth their preliminary agreements respecting the Bonds and the financing of the Project in the form attached hereto as EXHIBIT A.

SECTION VI. THE BONDS SHALL NOT BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER, THE COMMONWEALTH OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE COMMONWEALTH BUT SHALL BE PAYABLE SOLELY FROM THE LEASE PAYMENTS TO BE MADE BY THE COMPANY TO THE ISSUER PURSUANT TO THE LEASE AND ANY SECURITY MORTGAGED AND PLEDGED THEREFOR, WHICH COLLATERAL SECURITY MAY INCLUDE THE PROJECT.

SECTION VII. In order to induce the acquisition, construction, equipping and installation of the Project in the County with the resultant public benefits which will flow therefrom, it is deemed necessary and advisable that the Memorandum of Agreement hereinafter referred to be approved and executed for and on behalf of the Issuer. Accordingly, the Memorandum of Agreement by and between the Company and the Issuer substantially in the form and with the contents set forth in EXHIBIT A attached hereto and incorporated herein by reference is hereby approved and the County Judge/Executive is hereby authorized and directed to execute and deliver said Memorandum of Agreement.

SECTION VIII. The Issuer assumes no responsibility for the acquisition, construction, equipping, installation or operation of the Project, all of which shall be the sole responsibility of the Company.

SECTION IX. The Company has requested, and the Issuer hereby approves, the employment of Bingham Greenebaum Doll LLP as "Bond Counsel." Bond Counsel is authorized and directed to take any other legal action necessary or appropriate in connection with the issuance of the Bonds. The County Attorney is authorized and directed to assist Bond Counsel in any appropriate manner.

SECTION X. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement therein contained against any past, present or future officer, member, employee or agent of the Issuer, as such, either directly or through the Issuer, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees or agents as such shall be expressly waived and released as a condition of and consideration for the adoption of this Resolution and the issuance of the Bonds.

SECTION XI. This Resolution and Memorandum of Agreement approved hereby constitute the present official intent of the Issuer to issue the Bonds at a later date.

SECTION XII. No County funds shall be expended on the Project, except such as are derived from Bond proceeds.

SECTION XIII. This Resolution shall be in full force and effect upon its adoption.

INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED MEETING OF THE FISCAL COURT OF THE COUNTY OF NELSON, KENTUCKY, held on the 20th day of October, 2015, on the same occasion signed in open session by the County Judge/Executive as evidence of his approval, attested under seal by the Fiscal Court Clerk, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

Dean Watts
DEAN WATTS
COUNTY JUDGE/EXECUTIVE

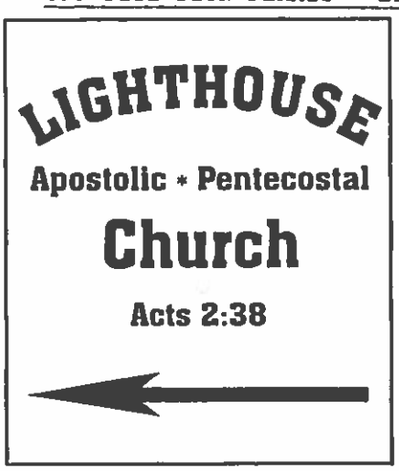
(SEAL)

ATTEST:

Elaine Filiatreau
ELAINE FILIATREAU
FISCAL COURT CLERK

*** ***** ***

OFF-SITE SIGN PERMIT - LIGHTHOUSE CHURCH



18" x 36"

Nelson County Planning and Zoning
Nelson County Judge Dean Watts

For Court approval 10/20/15

Dear Sir:

This is to inform you that I am giving Rev. Robert Tilley, Pastor of Lighthouse Apostolic Faith Church, 80 Bailtown Connector Road, New Haven, Kentukcy 40051, permission to erect a church sign on the corner of my property, located at New Haven Road and Bailtown Connector Road. The sign will be placed in such a way that it will not encroach on or block the cemetery.

Said sign will not contain any notice of services, only the church's name. The sign will be designed to reflect the community's Historical Heritage. The sign is to be done by Edelin Sign Company of Bardstown.

Jerry Walker

Off-site sign for Lighthouse Church is approved on motion of Keith Metcalfe, second of Jerry Hahn, and by affirmative vote of all Court members.

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ORDINANCE AMENDING PERSONNEL ORDINANCE (FIRST READING)

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinance amending Nelson Fiscal Court's Personnel ordinance.

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

AN ORDINANCE AMENDING THE PERSONNEL ORDINANCE, CLASSIFICATION AND COMPENSATION PLANS, PERSONNEL POLICIES AND PROCEDURES FOR NELSON FISCAL ~~DISTRICT~~ COURT

ORDINANCE NO. _____as amended and adopted _____.

WHEREAS, the Court held a first reading on _____, 2015 and after due advertisement held a second reading and adoption on _____, and after due consideration,

UPON MOTION OF _____, SECONDED BY _____, AND A VOTE BEING HAD AND THE COUNTY JUDGE ANNOUNCING THAT THE MOTION CARRIED,

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

FAMILY AND MEDICAL LEAVE ACT OF 1993

The Family and Medical Leave Act of 1993 requires "covered" employers with at least 50 employees to provide "eligible" employees with up to 12 workweeks of unpaid, job-protected leave in a 12 month period for specified family and medical reasons.

EMPLOYEE COVERAGE

The FMLA applies to all public agencies, including state, local, and federal employers. Thus, Nelson County is a "covered" employer as defined in the legislation.

Nelson County hereby adopts the most current version of the United States Department of Labor, Wage and Hour Division Publication on Employee Rights and Responsibilities Under the Family and Medical Leave Act, the most current version of which is attached hereto incorporated by this reference and which shall be updated with any revisions of said publication.

~~EMPLOYEE ELIGIBILITY~~

~~To be eligible for FMLA benefits, an employee must:~~
~~1. work for a covered employer;~~
~~2. have worked for the employer for a total of 12 months;~~
~~3. have worked at least 1,250 hours over the previous 12 months; and~~
~~4. work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.~~

~~All full-time County employees meet the eligibility requirements contained in this legislation. To the extent a part-time County employee has worked at least 1,250 hours in the previous 12 months, the part-time employee would also meet this eligibility requirement.~~

~~LEAVE ENTITLEMENT~~

~~The County will grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12 month period, beginning from the date an employees' first FMLA leave begins, for one or more of the following reasons:~~

1. ~~For the birth and care of the newborn child of the employee;~~
2. ~~For placement with the employee of a son or daughter for adoption or foster care;~~
3. ~~To care for an immediate family member (spouse, child, or parent) with a serious health condition; or~~
4. ~~To take medical leave when the employee is unable to work because of a serious health condition.~~

~~In the event the County employs both the husband and the wife, the aggregate amount of leave allowed for purposes of childbirth or adoption, or taking care of a sick parent is no more than 12 work weeks during any 12 month period.~~

~~Serious Health Condition~~

~~In context of this policy, a "serious health condition" means an illness, injury impairment, or physical or mental condition that involves one of the following:~~

~~Hospital Care—Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.~~

~~Absence Plus Treatment — A period of incapacity of more than three consecutive days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:~~

~~a. Treatment two or more times by a health care provider, by a nurse of physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or~~

~~b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.~~

~~Pregnancy — Any period of incapacity due to pregnancy, or for prenatal care.~~

~~Chronic Conditions Requiring Treatment — A chronic condition which:~~
~~a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;~~
~~b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and~~
~~c. May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).~~
~~Permanent/Long-term Conditions Requiring Supervision — A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.~~

~~Multiple Treatments (Non-Chronic Conditions) — Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury; or for a condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).~~

~~NOTICE~~
~~Birth or Adoption of a Child or Foster Care~~
~~Employees are required to give 30 days notice of the need for leave when the need for leave is foreseeable. If the need for leave is not foreseeable, the employee must give as much notice as is reasonably practical. An employee's right to leave for a birth or placement for adoption or foster care expires at the end of the 12 month period beginning on the date of the birth or placement.~~

~~Planned Medical Treatment for Serious Health Condition~~
~~Employees are required to give 30 days notice unless there is a medical emergency or unforeseen event. Where leave is necessary for planned medical treatment the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the County's operations.~~

~~TIMING OF LEAVE~~
~~The 12 weeks leave may be taken consecutively or intermittently if medically necessary. Employees needing intermittent FMLA leave must attempt to schedule their leave so as to not disrupt the County's operations. The County reserves the right to assign such employee to an alternative position with equivalent pay and benefits during the period of intermittent leave if such position better accommodates the employee's need for FMLA leave.~~

~~CERTIFICATION~~
~~The County will require that a claim for medical leave be supported by a medical care provider's certification. To comply with this requirement any employee requesting such leave will be provided with a copy of Form WH-380, Certification of Health Care Provider, developed and approved (March 1995) by the United States Department of Labor.~~

~~In the event the County has reason to doubt the adequacy of the medical certification, the County may seek a second, non-binding opinion at the County's expense. If that opinion differs from the opinion obtained by the employee, a third, binding option can be obtained, at the County's expense, from a health care provider agreed upon by both the employee and the County.~~

SUBSTITUTION OF PAID LEAVE

It is the policy of Nelson County that employees will be required to substitute

accumulated paid leave for FMLA leave. Respectively, the employee shall utilize sick leave and vacation leave in place of unpaid leave. To the extent the employee does not have 12 weeks of accumulated leave, the remainder shall be unpaid leave.

~~BENEFITS DURING LEAVE~~

~~During the period of an employee's FMLA leave the County will continue to provide all health care benefits that are provided as part of the employee's employment.~~

~~RIGHTS AND BENEFITS UPON RETURN TO WORK~~

~~Upon return to work from FMLA leave, an employee shall be restored to the position he/she held when the leave began, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. In instances where an employee has taken FMLA leave due to personal illness, the employee will be required to provide certification from a medical care provider of the employee's fitness to return to work.~~

The County expressly reserves the right to deny the previous job to "key employees" in instances where such restoration would result in substantial and grievous economic injury to the County. "Key employee" is defined as a salaried FMLA-eligible employee who is among the highest 10 percent of all County employees.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

After a first reading, motion was made by Keith Metcalfe, second by Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED that legal notice advertising the second reading and possible adoption of the proposed ordinance be published in The Kentucky Standard in accordance with KRS 424.

*** ***** ***

DEPARTMENT REPORTS

**ROAD DEPARTMENT

ON-GOING - Jim Lemieux reported on bushhog work, on progress (completion) on salt barn and parking lot, on Grade-All work, on sign replacement and repair, and on various roads that need to be re-striped.

SURPLUS BACKHOE - On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to declare as surplus the 416B backhoe and to advertise for sealed bids. Minimum amount will be set.

**JAIL

REGULAR REPORT

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	KCPC	In House
OCTOBER							
Wed. 07	147	3	1	37	8	1	134
Thur. 08	142	3	2	34	8	1	128
Fri. 09	137	3	2	34	8	1	123
Sat. 10	136	3	2	34	8	1	122
Sun. 11	136	3	2	34	6	1	124
Mon. 12	132	3	2	31	5	1	121
Tue. 13	132	3	2	31	5	1	121
Wed. 14	133	3	1	31	5	1	123
Thur. 15	138	1	1	32	4	1	131
Fri. 16	138	3	1	32	4	1	129
Sat. 17	133	3	1	32	3	1	125
Sun. 18	138	3	1	32	3	1	130
Mon. 19	136	3	1	31	4	1	127
Tue. 20	139	3	1	32	5	1	129

JIM BERRY TO FULL-TIME - On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve moving Jim Berry to a full-time position.

**LANDFILL/SOLID WASTE

Landfill Engineer Brad Spalding reported on on-going landfill issues, including repair and return of garbage truck and roll-off trucks. Dirt hauling is in progress.

*** ***** ***

MEETING DATE CHANGE

Next regular meeting falls on Election Day; therefore, members of Nelson Fiscal Court agreed to hold the next meeting on Wednesday, Nov. 4.

*** ***** ***

APPOINTMENTS - NELSON COUNTY RECREATION BOARD

On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the following appointments to the Nelson County Recreation Board:

KEITH METCALFE

NELSON COUNTY FISCAL COURT

ORDER

Pursuant to the relative Kentucky Revised Statues, **Keith Metcalfe** is hereby appointed to the **Nelson County Recreation Board** for a term in accordance to the Bylaws or governing Regulations in place.

Dean Watts
Dean Watts
Nelson County Judge Executive

10/20/15
Date

SUE ROGERS

Pursuant to the relative Kentucky Revised Statues, **Sue Rogers** is hereby appointed to the **Nelson County Recreation Board** for a term in accordance to the Bylaws or governing Regulations in place.

Dean Watts
Dean Watts
Nelson County Judge Executive

10/20/15
Date

RAMON PINEIROA

Pursuant to the relative Kentucky Revised Statues, **Ramon Pineiroa** is hereby appointed to the **Nelson County Recreation Board** for a term in accordance to the Bylaws or governing Regulations in place.

Dean Watts
Dean Watts
Nelson County Judge Executive

10/20/15
Date

JOHN CECIL

Pursuant to the relative Kentucky Revised Statues, **John Cecil** is hereby appointed to the **Nelson County Recreation Board** for a term in accordance to the Bylaws or governing Regulations in place.

Dean Watts
Dean Watts
Nelson County Judge Executive

10/20/15
Date

*** ***** ***

RECREATION REPORT

Tyler Wimsett reported on work on-going at the recreational park, including sodding and work on baseball fields. He noted need to winterize areas of the park and explained a material that is being considered which will allow fields to dry more rapidly.

***

Following note that there will b a ribbon-cutting today at the Nelson County Fire and Rescue site, on motion of Bernard Ice, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Oct. 10 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK

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

Amended

Nelson Fiscal Court

Special Court Meeting Agenda

Wednesday, November 4, 2015

9:00 a.m.

Minutes – Bills – Transfers.

1. Second reading of ordinances:
   a. Bardstown Bourbon Company;
   b. Jim Beam.
2. Tax moratorium request.
3. Sheriff's office grant.
4. Surplus used backhoe report.
5. Road Department report:
   a. Stop signs at Woodlawn Springs;
   b. Bids on new/used backhoe.
6. EMS report, Homeland Security resolution.
7. Jail report.
8. Landfill/Solid Waste report.
9. Recreation Board appointment.
10. Old or new business.

***

BILL AND TRANSFERS

On motion of Jerry Hahn, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Treasurer to pay the following bills. IT IS ALSO ORDERED to authorize the County Treasurer to make the following transfers, this on motion of Sam Hutchins, second of Bernard Ice, and by affirmative vote of all Court members:

Nelson County Fiscal Court
Bills for Court Approval
November 4, 2015

Name	Memo	Account	Amount
01 General Fund			
ADP	PR 101615	9100301 · Payroll Processing	$ 466.73
AutoGlass Plus Inc	Replace 2 windshields - insured claim	5301340 · Communicare Vehicle Exp	579.16
Bardstown Housing Auth	Voluntary Action Voucher	5301515 · General Welfare Assistance	335.00
Bralin Manufacturing Inc.	Bags	5020427 · Coroner Supplies	1,162.20
Brite Wholesale	Bulbs - outside lights	5105334 · Law Enforc Building Maint	56.46
Bumper to Bumper	Wiper blades	5105340 · Law Enforc Vehicle maintenance	17.98
Bumper to Bumper	Spark plugs	5340427 · Comm Svc Supplies	6.58
Cardmember	Anti virus renewal	5001445 · CJE Office supplies	36.66
Cardmember	Anti virus renewal	5040445 · Treasurer Office Supplies	18.33
Cardmember	Certified mail - nuisance reports	5115563 · Codes - Postage	61.98
Cardmember	Computer, software	5401445 · Recreation Office Supply	664.97
Communicare, Inc.	IDT Evaluation	5301357 · Indigent Person Services	210.00
Cutting Edge Constr	Window box sill	5086548 · Trigg Estate Preservation Funds	1,375.00
Harrell's Locksmith	Door lock - storage room	5401334 · Recreation Bldg/Grounds Maint	129.00
Hord Landscaping	Irrigation repairs	5401334 · Recreation Bldg/Grounds Maint	225.42

Fiscal Court Orders

Humane Society	2016 County Tags	5205427 · Animal Control Feed & supplies	178.32
Leo Talbott & Sons	Zone dampers	5085329 · Building Main Contracts	90.00
Leo Talbott & Sons	HVAC, ductwork maint	5205329 · Animal Control Maint Contracts	85.00
Lowe's	Baseball field and fence maint	5401334 · Recreation Bldg/Grounds Maint	126.42
Lowe's	Grass edger	5401427 · Recreation Maint Supplies	284.05
Lowe's	Window blinds - health dept	5415334 · Civic Center Bldg Maint	106.60
S & P Cleaning Service	Cleaning service 1015	5085329 · Building Main Contracts	1,370.00
Settles, Bobby	Buff floors	5080329 · Old Courthouse Main Contracts	90.00
Settles, Bobby	Strip, reseal floors	5415329 · Civic Center Maint Contracts	1,875.00
Sunbelt Rentals	Rent edger - baseball fields	5401334 · Recreation Bldg/Grounds Maint	68.95
Underwood, Judith A	Civic Center Cleaning 1015	5415329 · Civic Center Maint Contracts	850.00
Total 01 General Fund			10,469.81
02 Road Fund			
Big Three Tractor	Bushhog	6105443 · Parts	400.20
Bluegrass Seed & Fertilizer	Humphrey Lane	6105431 · Fences & ROW	54.50
Bluegrass Seed & Fertilizer	Straw	6105431 · Fences & ROW	44.00
Bumper to Bumper	Wiper blades, fuse kit, hex keys, tape	6105427 · Garage supplies	66.73
Bumper to Bumper	Sign truck, 95 Chevy, 99 Chevy, Paver	6105443 · Parts	282.14
Buzick	Fuel tanks - paint, maintenance	6103334 · Building Maintenance	223.98
Cardmember	Printer ink, postage	6103445 · Office Supplies	203.99
Fastenal	Garage supplies	6105427 · Garage supplies	3.13
Harrell's Pressure Washing	Pressure wash buildings	6103334 · Building Maintenance	3,400.00
Irving Materials Inc.	Barrier wall - parking lot	6103334 · Building Maintenance	270.00
Irving Materials Inc.	Humphrey Lane	6105457 · Bridge & Culvert Materials	558.00
Irving Materials Inc.	Concrete retaining wall - sand/salt storage bin	6105742 · Road Dept Bldgs	1,350.00
J Edinger	Snow plow shoes	6105443 · Parts	99.98
Joe Hill's	Concrete saw	6105475 · Tools	1,103.96
Municipal Equip	Salt spreader	6105713 · Road Equipment	7,245.00
Saf-ti-Co	Stop signs, street signs, supplies	6105469 · Signs & Posts	1,666.50
Tatum Auto Supply	Boom mower, road tractor, oil distrib.	6105443 · Parts	108.00
Total 02 Road Fund			17,080.11
03 Jail Fund			
Cardmember	Shower liners	5101437 · Linens	32.10
Cardmember	Wipes, calculator, tape	5101445 · Office Supplies	33.16
Clems	Food	5101425 · Food	1,942.19
Dean Milk	Milk	5101425 · Food	1,253.41
Flowers Baking Co	Bread	5101425 · Food	349.62
Good Source Solutions	Food, beverages	5101425 · Food	4,704.81
KY Cavern Water	Water	5101445 · Office Supplies	66.97
Ky Standard	Newspaper subscriptions (2)	5101428 · Canteen Inventory	120.66
Leo Talbott & Sons	Brazing pan, refrigerator, water heater	5101329 · Building Main Contracts	880.76
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,592.40
Nu Life Cartridge	Paper	5101445 · Office Supplies	179.94
Total 03 Jail Fund			11,156.02
04 LGEA Fund			
Mago Construction	Sand/salt storage lot- Road Dept	6105405 · Hot and cold mix	9,976.33
Total 04 LGEA Fund			9,976.33
09 Ambulance Fund			
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	198.10
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	171.00
Cardmember	Postage	5140563 · Postage	547.29
Conway Heaton	Sq 31	5140443 · Vehicle Parts	446.73
Conway Heaton	608	5140340 · Vehicle Maintenance & Repairs	20.60
Conway Heaton	608	5140439 · Oil, lubes	101.66
Ferrell Gas	Propane	5140578 · Utilities	475.63
Holt Computers	Power supply failure, repairs	5140336 · Equipment Maintenance & Repairs	169.00
Kentucky One	Random, post accident testing	9400547 · Employee Medical/WC Claims	230.00
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	224.25
Total 09 Ambulance Fund			2,584.26
Subtotal - General Fund Bills			**$ 51,266.53**
13 Solid Waste Fund			
All Star Dancers	S 3rd, Robin Dr, Payne Ave, 4th S	5215315 · Roadside Cleanup	$ 200.00
American Cancer Society	Eddie Miles Rd	5215315 · Roadside Cleanup	200.00
American Legion Post 121	W Stephen Foster, North 3rd	5215315 · Roadside Cleanup	200.00

Fiscal Court Orders

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Bethlehem HS Girls Volleyball	Bellwood Road	5215315 · Roadside Cleanup	200.00
BNC Ministerial Association	Burba Road	5215315 · Roadside Cleanup	100.00
Boston School	Hwy 62, Bellwood Rd	5215315 · Roadside Cleanup	800.00
Boy Scout Troop 617	Hwy 62 Boston Road	5215315 · Roadside Cleanup	300.00
Boy Scout Troop 721	Hwy 62 Lawrenceburg Rd	5215315 · Roadside Cleanup	200.00
Cox's Creek Elementary	Mobley Mill	5215315 · Roadside Cleanup	200.00
Cub Scout Pack 617	Hwy 62 Boston Rd	5215315 · Roadside Cleanup	200.00
Cystic Fibrosis Foundation	Sullivan Lane	5215315 · Roadside Cleanup	200.00
DP Mini All Stars	Woodlawn Rd	5215315 · Roadside Cleanup	200.00
Euclid Lodge #13	Poplar Flat	5215315 · Roadside Cleanup	300.00
Kentucky Thunder Baseball	Woodlawn Rd	5215315 · Roadside Cleanup	200.00
Kiwanis Club	Nazareth Road	5215315 · Roadside Cleanup	200.00
Knights of Columbus	Hwy 31E New Haven Rd	5215315 · Roadside Cleanup	300.00
Nazareth, Sisters of Charity	Icetown Road	5215315 · Roadside Cleanup	300.00
NC Comm Clinic	Burba Road	5215315 · Roadside Cleanup	300.00
Nelson Co Beekeepers	Hwy 162 Old Bloomfield Rd	5215315 · Roadside Cleanup	200.00
Nelson Elite Cheer	Pottershop Rd	5215315 · Roadside Cleanup	400.00
New Haven Public School	Hwy 31 E New Haven Rd	5215315 · Roadside Cleanup	200.00
Queen of Nelson #87	Gilkey Run	5215315 · Roadside Cleanup	100.00
Relay Angels	Bellwood Rd	5215315 · Roadside Cleanup	200.00
Senior Companion Program	Sutherland Lane	5215315 · Roadside Cleanup	200.00
Special Olympics of NC	Barnes Road, Wheeler Rd, Airport Rd	5215315 · Roadside Cleanup	450.00
St Ann 4H Club	Ky 247, Hwy 84, Spalding Hollow	5215315 · Roadside Cleanup	600.00
St Gregory School	Hwy 245, Ben Irvin, Samuels Loop	5215315 · Roadside Cleanup	800.00
St Thomas Mens Club	Ky 49, Ky 46	5215315 · Roadside Cleanup	600.00
St Thomas Youth Group	Hwy 31 E New Haven	5215315 · Roadside Cleanup	200.00
St Vincent Depaul Mission	Plum Run Road	5215315 · Roadside Cleanup	300.00
Thomas Nelson High School	BG Pkwy Interchange - New Haven	5215315 · Roadside Cleanup	200.00
Brandeis	Hose supplies	5215541 · Hydraulic Parts & Equipment	87.22
City of Bardstown	Dumpsters	5215717 · SW Equipment	4,000.00
Galeton	Gloves	5215594 · Crew Safety Equipment	259.38
Ky Truck Sales, Inc.	Truck 413 - change in engine core value	5215443 · Parts	500.00
Municipal Equip	Truck 403	5215443 · Parts	1,278.57
Piles, Eddie	Boot allowance	5215481 · Employee uniforms	75.00
Total 13 Solid Waste Fund			15,250.17
15 Landfill Fund			
Bluegrass Seed & Fertilizer	Seed, mix	5210446 · Cover Material	198.00
Brandeis	Hose supplies	5210541 · Hydraulic Parts & Equipment	76.80
Buzick	Wood stakes, spray paint	5210427 · Main supplies	33.50
Joe Hill's	Seeder	5210380 · Equipment Rental	150.00
Ky Truck Sales, Inc.	Truck 413	5210443 · Parts	2,148.64
Lawson Products	Shop supplies	5210427 · Main supplies	50.00
Mattingly's Transmission	Transmission	5217340 · Recycling vehicle expense	1,710.00
Modern Supply	Annual lease renew - welding tanks	5210427 · Main supplies	420.00
Municipal Equip	Cables - roll off trucks	5210443 · Parts	435.09
Quill Corporation	Envelopes, double sided tape	5210445 · Office Expense	73.43
Raben Tire Co	Tires, repairs	5210479 · Tires	924.31
Sprigg, Thomas	Boot allowance	5210481 · Uniforms	75.00
Tatum Auto Supply	Garage supplies	5210427 · Main supplies	66.73
Tatum Auto Supply	Truck 303	5210443 · Parts	369.20
Total 15 Landfill Fund			6,730.70
97 PIC			
Pipe Savers LLC	Back flow preventer	5082334 · SOB Bldg Main	790.00
Total 97 PIC			790.00
Subtotal - PIC Bills to Pay			**$ 22,770.87**
Total Bills to Pay			**$ 74,037.40**

Nelson County Fiscal Court
Additional Bills for Court Approval
November 4, 2015

Name	Memo	Account	Amount
01 General Fund			
Access Voice & Data	After hours service call	5105329 · Law Enforc. Bldg Main Contra	$ 645.00
All State Truck Sales	Bucket truck - solenoid	5090340 · Maintenance - Vehicle Maint	63.70
Bardstown Housing Authority	Bethany Haven - Nov 2015	5315399 · Emergency Shelter for Childrer	300.00
Bardstown Super Vac	Sweep parking lot	5081329 · Justice Center Main Contracts	500.00

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Bardstown Super Vac	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Barrie, Jennifer	Sheriff office cleaning - 1015	5105329 · Law Enforc. Bldg Main Contra	1,000.00
Bluegrass Uniforms Inc.	Conway	5105481 · Law Enforc Uniforms	11.90
Bumper to Bumper	Vehicle paint supplies - SO38	5115340 · Codes - Vehicle Maintenance	61.32
Buzick	Paint striping materials	5090427 · Maintenance - Supplies	99.37
Carey Sign	SO 54 reflective lettering	5105340 · Law Enforc Vehicle maintenan	498.75
Central Ky Comm Action	Staffing for Voluntary Action	5301315 · Community Action Services	1,014.00
Galls	Uniforms, holsters, boots	5105481 · Law Enforc Uniforms	1,047.89
Hall, Thomas	Legal services	5310332 · Public Defender Contract	1,250.00
Hamilton Excavating	Dirt	5086334 · Wickland Building/Repairs	100.00
Hillyard	Trash bags	5340427 · Comm Svc Supplies	315.24
Ky Housing Codes Division	Code notices, stickers	5115427 · Codes - Technical supplies	215.00
Lawson Products	Gloves	5090427 · Maintenance - Supplies	184.18
Liberty Flag Co	6 - 5x8 KY flags	5081411 · Justice Center Custodial Supply	510.81
Lowe's	Packaging supplies	5330515 · Feed America Program	93.96
RCS	Monthly agreement	5139329 · Weather Siren Maint Contracts	385.00
Ronnie's Custom Care	Monthly cleaning	5081329 · Justice Center Main Contracts	4,000.00
Total 01 General Fund			12,396.12
02 Road Fund			
Buzick	Rebar	6103334 · Building Maintenance	74.25
Kerr Office Plus	Monthly copy charges	6103445 · Office Supplies	15.00
Lasco	Filters	6105443 · Parts	201.01
Lawson Products	Garage supplies	6105427 · Garage supplies	141.43
Lee Brick & Block	Concrete curb stops	6103334 · Building Maintenance	1,035.00
Saf-ti-Co	Stop signs	6105469 · Signs & Posts	2,892.00
Sherwin Williams	Striping paint - front lot paving	6103334 · Building Maintenance	46.20
Total 02 Road Fund			4,404.89
13 Solid Waste Fund			
DMW Rentals	102 Countryside Drive - agreed repairs	5215537 · Property damage claims	1,600.00
FleetPride	Truck 406	5215443 · Parts	702.48
Hillyard	Trash bags	5215315 · Roadside Cleanup	1,253.05
Lasco	Truck 412	5215443 · Parts	275.60
Total 13 Solid Waste Fund			3,831.13
15 Landfill Fund			
Fastenal	Garage supplies	5210427 · Main supplies	4.94
FleetPride	Truck 413	5210443 · Parts	55.79
Kimberland, David	Office cleaning 1015	5210329 · Maintenance Contracts	475.00
Total 15 Landfill Fund			535.73
97 PIC			
Sherwin Williams	Striping paint - front lot paving	5082334 · SOB Bldg Main	46.20
Total 97 PIC			46.20
Total Additional Bills			**$ 21,214.07**

NELSON COUNTY FISCAL COURT
PrePaid Bills and Upcoming Transfers for Court Approval
November 4, 2015

Fund/Vendor	Description	Account	Amount
General Fund			
Nelson County Jail	Transfers from General Fund - Oct 2015	4909 03 · Transfers to Jail	$ 51,254.81
Town & Country Bank	2007 Go Bonds - Principal	601-12 · 2007 Bond Principal	65,000.00
Town & Country Bank	2007 Go Bonds - Interest	605-12 · 2007 Bond Interest	5,167.50
to be paid on November 15, 2015	*balance due after payment $200,000*		
Road Fund			
Kimball Midwest	Garage supplies	6105427 · Garage supplies	55.76
Less Discount			(0.56)
Lawson Products	Garage supplies	6105427 · Garage supplies	90.38
Less Discounts			(0.91)
TOTAL PAID BILLS			**$ 121,566.98**

ORDINANCES - INDUSTRIAL REVENUE BOND ISSUANCE (SECOND READING)

THE BARDSTOWN BOURBON COMPANY, LLC KOC NO. 2015-B.1

AN ORDINANCE OF THE COUNTY OF NELSON, KENTUCKY, AUTHORIZING THE ISSUANCE OF UP TO $85,800,000 PRINCIPAL AMOUNT OF INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2015 (THE BARDSTOWN BOURBON COMPANY, LLC, PROJECT), IN ONE OR MORE SERIES FOR THE PURPOSE OF FINANCING AN INDUSTRIAL BUILDING PROJECT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF: (i) A DEED FROM THE BARDSTOWN BOURBON COMPANY, LLC TO THE COUNTY OF NELSON, (ii) A LEASE AGREEMENT BETWEEN THE COUNTY AND THE BARDSTOWN BOURBON COMPANY, LLC, (iii) A MORTGAGE, (iv) A BOND PURCHASE AGREEMENT, (v) A PAYMENT IN LIEU OF TAXES AGREEMENT, IF APPLICABLE, AND (vi) ANY AND ALL OTHER RELATED DOCUMENTS; AND TAKING OTHER RELATED AND INCIDENTAL ACTION.

WHEREAS, the County of Nelson, Kentucky ("Issuer"), pursuant to the provisions of the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes, (the "Act"), is authorized to issue its revenue bonds and to make the proceeds from the sale thereof available to a company for the purpose of financing industrial building facilities as defined in the Act, such bonds being payable from rental payments made by such company; and under the Act the financing of industrial buildings constitutes a public purpose;

WHEREAS, The Bardstown Bourbon Company, LLC, a Kentucky limited liability company ("Company"), proposes that the Issuer, pursuant to the Act, assist the Company in financing the acquisition of real property and the construction and installation of a distillery, visitor's center, and warehouses and barrels therein to be located on Parkway Drive, Nelson County, Kentucky, for the purpose of establishing industrial buildings for manufacture and storage of distilled spirits and other products (collectively, the "Project"), which Project and the site thereof are more particularly described in the Lease Agreement hereinafter identified and approved; and the Project qualifies for financing as an "industrial building" within the meaning of the Act; and

WHEREAS, the acquisition, construction and installation of the Project will result in the retention of industry and a substantial number of employment opportunities in the community that would otherwise not be available;

WHEREAS, on November 18, 2014, the Fiscal Court of the Issuer adopted a resolution (the "Inducement Resolution") authorizing industrial building revenue bond financing for the benefit of the Company and affirming the Issuer's agreement to undertake such financing at the appropriate time, subject to compliance with the provisions of the Act;

WHEREAS, the Kentucky Economic Development Finance Authority has approved the issuance of the Bonds (as defined herein) and the reduction in the state ad valorem tax in connection with the Bonds and the Project pursuant to KRS 103.210;

WHEREAS, at the request of the Company the Issuer is prepared to issue its revenue Bonds pursuant to the Act for purposes of financing the acquisition, construction and installation of the Project and paying costs of issuance of the Bond, upon terms which are set forth in the Lease Agreement hereinafter identified and approved;

WHEREAS, pursuant to the provisions of Section 103.230 of the Act, the Company will make a request in writing, addressed to the County Judge/Executive acting on behalf of the Issuer, that the sale of the Bonds hereinafter identified and authorized, to bear interest as set out in the Bond Purchase Agreement hereinafter identified and approved, shall be made upon a negotiated basis; and

WHEREAS, it is necessary and proper in the interests of the health, safety, convenience and general welfare of the citizens, residents and inhabitants of the Issuer and its environs that the Issuer (a) authorize the issuance of the Bonds pursuant to the Act in order to finance, for the benefit of the Company, the acquisition, construction and installation of the Project and to pay certain costs of the issuance of the Bonds, (b) authorize the execution of a Lease Agreement

between the Issuer, as lessor, and the Company, as lessee, (c) authorize the execution of a Mortgage and the execution of related documents, (d) authorize the execution of a Bond Purchase Agreement and the execution of related documents, (e) authorize the execution of a Payment in Lieu of Taxes Agreement, and (f) authorize and approve the sale of the Bonds and approve other necessary or related documents and actions.

BE IT ORDAINED BY THE FISCAL COURT OF NELSON COUNTY, KENTUCKY, AS FOLLOWS:

Section 1. For the purposes set forth in the preamble, which is incorporated as a part hereof, the Issuer, acting by and through the Fiscal Court, hereby:

(A) Confirms and ratifies the Inducement Resolution and the prior discussions and agreements described therein, whereby the Issuer agreed preliminarily to authorize and issue its Bonds for the Company pursuant to the Act in order to finance the Project;

(B) Accepts from the Company the conveyance of the Project and the sites thereof, subject to the terms and conditions contained in the instruments of conveyance and in the Lease Agreement hereinafter identified and approved;

(C) Authorizes the sale, issuance, execution and delivery of up to $85,800,000 principal amount of Nelson County Industrial Building Revenue Bonds, Series 20145 (The Bardstown Bourbon Company, LLC Project) (the "Bonds"), which shall be issued in substantially the form and subject to the terms and specifications set forth in the Bond Purchase Agreement identified and approved herein, all subject to compliance with the provisions of the Act; and

(D) Authorizes the use of the proceeds of the Bonds, as provided in the Bond Purchase Agreement, Mortgage and Lease Agreement hereinafter identified and approved, to pay the costs of acquisition, construction and installation of the Project and to pay certain costs of issuance of the Bonds.

Section 2. The County/Judge Executive is hereby authorized, empowered and directed to execute, acknowledge and deliver on behalf of the Issuer, as lessor of the Project, and the Company, as lessee (the "Lease Agreement"), which Lease Agreement is hereby approved, authorized and adopted in substantially the form previously submitted and filed with the Clerk of the Fiscal Court, with such changes therein and completions thereof as the officer executing the same may require or approve on behalf of the Issuer, upon the advice of counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. In order to provide for the security of the Bonds, the County Judge/Executive is hereby authorized, empowered and directed to execute and acknowledge on behalf of the Issuer a Security Agreement in favor of the purchaser of the Bonds. The Security Agreement is hereby approved, authorized and adopted in substantially the form previously submitted and filed with the Clerk of the Fiscal Court, with such changes and completions as the officer executing the same may require or approve on behalf of the Issuer, upon the advice of counsel, such approval to be conclusively evidenced by the execution and delivery thereof. So that the statutory mortgage lien provided by Section 103.250 of the Act shall not attach to the Project, the Issuer hereby declares its intention and elects to follow the provisions of Section 103.251 of the Act with respect to the imposition of a foreclosable lien on the Project in connection with the security of the Bonds. The Bonds shall be issued no later than one (1) year from the date of adoption of this Ordinance, shall mature as to principal no later than the date which is thirty (30) years from the date of issuance of the Bonds and shall be subject to redemption and shall bear interest payable periodically at a rate approved by the Company, all as provided in the Bond Purchase Agreement hereinafter identified, reference to which is hereby made.

Section 4. With respect to the authorization and sale of the Bonds, and upon the request of the Company, the Issuer approves, and the County Judge/Executive is authorized and directed to execute and deliver on behalf of the Issuer, a Bond Purchase Agreement between the Issuer and the purchaser of the Bonds to be designated by the Company, and as approved by the Company (the "Bond Purchase Agreement"), being in substantially the form submitted herewith, with such changes and completions as the officer executing the same may require or approve on behalf of the Issuer, upon the advice of counsel, such approval to be conclusively evidenced by the execution and delivery thereof. The sale of the Bonds pursuant to the terms of the Bond Purchase Agreement is hereby authorized, approved and directed.

Section 5. The County Judge/Executive is hereby authorized, empowered and directed to execute, acknowledge and deliver on behalf of the Issuer, if applicable, a Payment In Lieu of Taxes Agreement between the Issuer and the Company (the "Payment In Lieu of Taxes Agreement"), which Payment In Lieu of Taxes Agreement is hereby approved, authorized and adopted in substantially the form previously submitted and filed with the Clerk of the Fiscal Court, with such changes therein and completions thereof as the officer executing the same may require or approve on behalf of the Issuer, upon the advice of counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The County Judge/Executive, the Fiscal Court Clerk, the County Treasurer, the County Attorney and other appropriate officials of Issuer, and each of them, for and on behalf of the Issuer, are hereby authorized, empowered and directed to do and perform any and all things necessary to effect the execution and delivery of the Lease Agreement, the Security Agreement, the Bond Purchase Agreement, the Payment In Lieu of Taxes Agreement and related documents, the performance of all obligations and the preservation of all rights of the Issuer thereunder, the execution and delivery of the Bonds and the performance from time to time of all other actions of whatever nature necessary to carry out the authority conferred or contemplated by and the purposes of this Ordinance, the Lease Agreement, the Security Agreement, the Bond Purchase Agreement, the Payment In Lieu of Taxes Agreement and related documents, and further to approve and to execute all papers, documents, certificates or other instruments that may be required for the carrying out and effectuation from time to time of the authority conferred by and the purposes of this Ordinance, the Lease Agreement, the Security Agreement, the Bond Purchase Agreement, the Payment In Lieu of Taxes Agreement and related documents, or to evidence said authority and purposes.

Section 7. The Bonds and the interest thereon do not represent or constitute an indebtedness of the Issuer or the Commonwealth of Kentucky within the meaning of the Constitution or statutes of the Commonwealth or a pledge of the faith and credit of the Issuer or the Commonwealth. The Issuer shall never be required to pay from its own funds any obligations deriving from the issuance of the Bonds, and the Bonds are declared to be special and limited obligations payable solely and only from the receipts derived under the Lease Agreement and the Security Agreement, as provided in the documents herein approved.

Section 8. The provisions of this Ordinance may be supplemented from time to time by resolution of the Fiscal Court.

Section 9. The provisions of this Ordinance are hereby declared to be severable and, if any section or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 10. In the event of any conflict or conflicts between the provisions of this Ordinance and of any prior ordinances, resolutions or parts thereof, the provisions of this Ordinance shall prevail.

Section 11. This Ordinance shall be in full force and effect upon its passage and approval and upon publication of the legal notice required by Section 103.210 of the Act.

This Ordinance was given first reading at a duly convened meeting of the Fiscal Court held on October 20, 2015, and given second reading and adopted at a duly convened meeting of the Fiscal Court held on November 4, 2015.

Dean Watts

Dean Watts, County Judge/Executive

11-4-2015

Date

Approved:

Elaine Filiatreau

Elaine Filiatreau, Fiscal Court Clerk

Nov. 4, 2015

Date

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Nelson County Fiscal Court (the "Fiscal Court"), and as such Clerk I further certify that the foregoing is a true, correct and complete copy of an Ordinance duly adopted by the Fiscal Court upon second reading at a duly convened meeting held on November 4, 2015, signed by the County Judge/Executive, approved by me as Clerk and in full force and effect as therein stated, all as shown by the official records of the Fiscal Court in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of November, 2015.

Elaine Filiatreau, Fiscal Court Clerk

The foregoing ordinance is approved after a second reading on motion of Jerry Hahn, second of Jeff Lear, and by affirmative vote of all Court members.

***

JIM BEAM BRANDS COMPANY KOC NUMBER 2015-B.2

AN ORDINANCE OF THE COUNTY OF NELSON, KENTUCKY (THE "ISSUER"), AUTHORIZING THE ISSUANCE OF BONDS IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $245,000,000 AND DENOMINATED COUNTY OF NELSON, KENTUCKY INDUSTRIAL BUILDING REVENUE BONDS, (JIM BEAM BRANDS CO. PROJECT), SERIES 2015, (THE "BONDS"); APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF (i) A TRUST INDENTURE (THE "INDENTURE"), BETWEEN THE ISSUER AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE") SECURING THE BONDS, (ii) A LEASE AGREEMENT, BY AND BETWEEN THE ISSUER AND JIM BEAM BRANDS CO. (THE "LESSEE"), (iii) A BOND PURCHASE AGREEMENT, BY AND AMONG THE ISSUER, THE LESSEE AND BEAM SUNTORY INC. (THE "BOND PURCHASER"), (iv) AN IN-LIEU OF TAX PAYMENTS AGREEMENT, BY AND BETWEEN THE ISSUER AND THE LESSEE, IF ANY, (v) A HOME OFFICE PAYMENTS AGREEMENT, BY AND AMONG THE ISSUER, THE TRUSTEE, THE LESSEE AND THE BOND PURCHASER, AND (vi) ANY AND ALL OTHER RELATED DOCUMENTS; AND THE TAKING OF OTHER RELATED ACTION.

WHEREAS, the County of Nelson, Kentucky (the "Issuer"), pursuant to the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes, as amended (the "Act"), is specifically authorized and empowered to issue up to $245,000,000 of its County of Nelson, Kentucky Industrial Building Revenue Bonds, (Jim Beam Brands Co. Project), Series 2015 (the "Bonds"), hereinafter approved; and

WHEREAS, Jim Beam Brands Co. (the "Lessee"), a Delaware corporation, proposes that the Issuer, pursuant to the Act, assist the Lessee in financing the acquisition, construction, equipping and installation of real property, warehouses and barrels located in Nelson County, Kentucky (hereinafter referred to as the "Project") (which is more particularly described in the Agreement hereinafter identified and approved), and the Project qualifies for financing within the meaning of the Act; and

WHEREAS, the Issuer has agreed and is willing, pursuant to the Act, to issue the Bonds and to utilize the proceeds of such Bonds to assist in the Project upon terms which are set forth in the Lease Agreement (the "Agreement"), by and between the Issuer and the Lessee hereinafter approved; and

WHEREAS, pursuant to the provisions of Section 103.230 of the Act, the Lessee has made a request in writing, addressed to the Issuer, that the sale of the Bonds, bearing interest as set out in the Trust Indenture (the "Indenture"), by and between the Issuer and U.S. Bank National Association, as Trustee (the "Trustee") (or any successors or substitutes therefor),

hereinafter approved shall be made upon a private placement basis to Beam Suntory Inc. (the "Bond Purchaser") (or any successors or substitutes therefor); and

WHEREAS, it is necessary and proper in the interests of the health, safety, convenience and general welfare of the citizens, residents and inhabitants of the Issuer and its environs that the Issuer (a) authorize the issuance of the Bonds, (b) authorize the execution of the Agreement between the Issuer and the Lessee, (c) authorize the execution of the Indenture to the Trustee (or to any other institution which may serve as Trustee as described in such Indenture) for the holders of the Bonds, and the execution of related documents, (d) authorize the execution and delivery of a Bond Purchase Agreement (the "Purchase Agreement"), by and among the Issuer, the Lessee and the Bond Purchaser, (e) authorize the issuance and delivery of an In-Lieu of Tax Payments Agreement, by and between the Issuer and the Lessee, (f) authorize the execution and delivery of a Home Office Payments Agreement, by and among the Issuer, the Trustee, the Lessee and the Bond Purchaser, and (g) confirm and approve the sale of the Bonds and approve other necessary or related documents and actions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY OF NELSON, KENTUCKY, ACTING BY AND THROUGH ITS FISCAL COURT, AS FOLLOWS:

Section 1. Bond Authorization. For the purposes set forth in the preamble, which is incorporated as a part hereof, the Issuer, acting by and through its Fiscal Court, hereby:

(A) Confirms and ratifies the Resolution of the Fiscal Court, adopted on November 1, 2011, as amended and restated on October 20, 2015, whereby the Issuer agreed to authorize and issue its bonds for industrial building purposes for the Lessee.

(B) Authorizes the sale, issuance, execution and delivery of bonds in an aggregate principal amount not to exceed $245,000,000 principal amount of the Bonds, the Bonds to be issued in the form and subject to the terms and specifications set forth in the Indenture and in the Purchase Agreement identified and approved herein.

(C) Authorizes the use of the proceeds of the Bonds, as provided in the Indenture and in the Agreement hereinafter approved, for the Project.

(D) Authorizes and approves the appointment of U.S. Bank National Association to serve as Trustee (or any successors or substitutes therefor), in connection with the Bonds.

Section 2. Agreement Authorization. The Issuer hereby approves, and the County Judge/Executive is hereby authorized, empowered and directed to execute, acknowledge and deliver on behalf of the Issuer, with the attestation of the Fiscal Court Clerk, the Agreement (and the amendments thereto relating to each series of Bonds authorized hereunder) which is hereby approved, authorized and adopted in substantially the form submitted herewith and designated Exhibit A, respectively, with such changes therein as the officials executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Indenture Authorization. In order to provide for the authorization and security of the Bonds to be issued pursuant to the Act to finance the Project and expenses incident to such financing and to prescribe the terms and conditions upon which the Bonds are to be secured, executed, authenticated, accepted and held, the Issuer hereby approves and the County Judge/ Executive is hereby authorized, empowered and directed to execute and acknowledge on behalf of the Issuer, with the attestation of the Fiscal Court Clerk, the Indenture, and said officials are hereby authorized, empowered and directed to cause the Indenture to be accepted, executed and acknowledged by the Trustee hereby so appointed (or other institution as described in the Indenture). The Indenture is hereby approved, authorized and adopted in substantially the form submitted herewith and designated Exhibit B, with such changes as the officials executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Bonds will mature as to principal no later than thirty (30) years after the date of issuance of the Bonds, will be subject to redemption in certain events and will bear interest payable periodically at the rate or rates, all as provided in the Indenture, reference to which is hereby made.

It is acknowledged that in and by the Indenture, as it is hereby approved, that the Trustee may have discretion in designating the Paying Agent (as defined in the Indenture) in respect of the Bonds.

Section 4. Purchase Agreement Authorization. The Issuer hereby approves, and the County Judge/Executive is authorized and directed to execute and deliver on behalf of the Issuer, the Purchase Agreement in connection with the original sale of the Bonds, in substantially the

form submitted herewith and designated Exhibit C with such changes as the official executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Tax Payments Agreement Authorization. The Issuer hereby approves, and the County Judge/Executive is authorized and directed to accept on behalf of the Issuer, an In-Lieu of Tax Payments Agreement, if any, in such form as the official executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Home Office Payments Agreement. The Issuer hereby approves, and the County Judge/Executive is authorized and directed to accept on behalf of the Issuer, the Home Office Payments Agreement, in substantially the form submitted herewith and designated Exhibit D with such changes as the official executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. Bond Sale Authorization. The sale of the Bonds pursuant to the terms of the Purchase Agreement is hereby authorized, approved and directed. The County Judge/Executive is hereby authorized to approve such sale document.

Section 8. Authorization of Official to Approve Interest Rate. The County Judge/Executive is authorized to approve on behalf of the Issuer the interest rate to be borne by the Bonds; provided, however, that such interest rate shall not exceed 10% per annum.

Section 9. General Authorization. The County Judge/Executive, the Fiscal Court Clerk, the County Attorney and other appropriate County officials, and each of them, for and on behalf of the Issuer, are hereby authorized, empowered and directed to do and perform any and all things necessary to effect the execution of the Indenture, their execution and acceptance by the Trustee, the performance of all obligations of the Issuer pursuant to the Indenture and related documents, the execution and delivery of the Bonds and the performance of all other actions of whatever nature necessary to effect and carry out the authority conferred by this Ordinance and by the Indenture. The County Judge/Executive, the Fiscal Court Clerk, the County Attorney and other appropriate County officials are hereby further authorized, empowered and directed for and on behalf of the Issuer to execute all papers, documents, certificates, releases, terminations, financing statements or other instruments (including but not limited to a deed from Lessee to the Issuer) that may be required for the carrying out and effectuation of the authority conferred by and the purposes of this Ordinance and the Indenture, or to evidence said authority and purposes, and to exercise and otherwise take all action necessary to the full realization of the rights and purposes of the Issuer under the Agreement and related documents and to perform all of the obligations of the Issuer under the Agreement and related documents. Further, the County Judge/Executive, the Fiscal Court Clerk, the County Attorney and other appropriate County officials, and each of them, for and on behalf of the Issuer, are hereby authorized, empowered and directed to execute (i) any amendments or supplements to the Agreement and Indenture, and (ii) any additional deed from the Lessee to convey Issuer additional real property to be funded by Bond proceeds and used in connection with the Project and to take all other action necessary to the full realization of the rights and purposes of the Issuer under any such amendments, supplements or additional deeds.

Section 10 Issuer Bond Obligations Limited. **THE ISSUER SHALL NEVER BE REQUIRED TO PAY FROM ITS OWN FUNDS ANY OBLIGATIONS DERIVING FROM THE ISSUANCE OF THE BONDS, AND THE BONDS ARE DECLARED TO BE SPECIAL AND LIMITED OBLIGATIONS PAYABLE SOLELY AND ONLY FROM THE RECEIPTS DERIVED UNDER THE AGREEMENT WITH RESPECT TO THE PROJECT AND THE TRUST ESTATE CREATED UNDER THE INDENTURE, AS PROVIDED IN THE DOCUMENTS HEREIN APPROVED.**

Section 11. Severability. The provisions of this Ordinance except Section 10 are hereby declared to be severable and if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 12. Ordinance Controls. In the event of any conflict or conflicts between the provisions of this Ordinance and of any prior ordinances, resolutions or parts thereof, the provisions of this Ordinance shall prevail.

Section 13. Ordinance Effective. This Ordinance shall be in full force and effect from and after its adoption as provided by law. The summary of this Ordinance read at the meetings of the Fiscal Court described below is approved for purposes of publication as provided by law.

INTRODUCED, SECONDED AND GIVEN FIRST-READING at a duly convened meeting of the Fiscal Court of the County of Nelson, Kentucky, held on the 20th day of October, 2015, and GIVEN A SECOND READING, ADOPTED AND APPROVED at a duly convened meeting of the Fiscal Court of the County of Nelson, Kentucky, held on the 4 of November, 2015, signed by the County Judge/Executive as evidence of his approval, attested by the Fiscal Court Clerk, ordered published in summary form pursuant to KRS Chapter 424, duly enrolled and declared to be in full force and effect.

APPROVED:

County Judge/Executive

(SEAL)

ATTEST:

Fiscal Court Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified Fiscal Court Clerk for the County of Nelson, Kentucky and as such Clerk I further certify that the foregoing is a true, correct and complete copy of an Ordinance duly adopted by the County of Nelson, Kentucky of said County upon second reading at a duly convened meeting held on November 4, 2015, 2015, signed by the County Judge/Executive and now in full force and effect, all as appears from the official records of said County in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this November 4, 2015.

Fiscal Court Clerk

EXHIBIT A

LEASE AGREEMENT,
BY AND BETWEEN
COUNTY OF NELSON, KENTUCKY
AND
JIM BEAM BRANDS CO.

EXHIBIT B

TRUST INDENTURE,
BY AND BETWEEN
COUNTY OF NELSON, KENTUCKY
AND
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

EXHIBIT C

BOND PURCHASE AGREEMENT,
BY AND AMONG
COUNTY OF NELSON, KENTUCKY,
JIM BEAM BRANDS CO.
AND
BEAM SUNTORY INC.

EXHIBIT D

HOME OFFICE PAYMENTS AGREEMENT, BY AND AMONG
COUNTY OF NELSON, KENTUCKY,
U.S. BANK NATIONAL ASSOCIATION,
JIM BEAM BRANDS CO. AND
BEAM SUNTORY INC.

The foregoing ordinance is approved after a second reading on motion of Bernard Ice, second of Jerry Hahn, and by affirmative vote of all Court members.

*** ***** ***

TAX MORATORIUM - KAT PROPERTIES LLC

On motion of Jeff Lear, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the property tax moratorium application for KAT Properties LLC (Old Behr's Building):

APPLICATION FOR ASSESSMENT/REASSESSMENT MORATORIUM CERTIFICATE

Please read The "Explanation of Assessment/Reassessment Moratorium Certificate" prior to completing this application – attached.

OWNER INFORMATION

Name	KHT Properties LLC		Phone	502-442-4468	
Mailing Address	3133 Mobley Mill Rd				
City	Coxs Creek	State	Ky	Zip	40013

PROPERTY INFORMATION

Type	☒ Commercial ☐ Residential		Project Completion Date	5/16	
Location /Address	114 N. 3rd Street		Age of Building		

General Description of Property: See Attached

General Description of Proposed Use: Commercial Space will be leased out and Apartments to be Rented (3).

If commercial, list the fixed building equipment and a statement of the economic advantages expected from the moratorium and construction employment:
There is no fixed equipment

Applicant's estimated Total Costs of rehabilitation or repair	$	Applicant's estimate of fair cash value of property as of the date of this application	$135,000

AFFIDAVIT AND OATH

I, Derek Hutchins, hereby swear (affirm) under penalty of perjury that I (we) am (are) the owner(s) of the property for which this assessment moratorium is sought and that all information contained in this application is true and correct.

Signature of Applicant(s) — Date: 10-5-15

OFFICIAL USE ONLY DO NOT WRITE BELOW THIS LINE

PROPERTY VALUATION ADMINISTRATOR

Property Valuation Administrator's Appraisal	$ 155100	
This Application is	☒ APPROVED	☐ DISAPPROVED

Barbara Tichenor — Signature of Property Valuation Administrator — Date: 10/15/2015

*** ***** ***

SHERIFF – HOMELAND SECURITY GRANT NOTIFICATION

OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY

Steven L. Beshear
Governor

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

Eugene L. Kiser
Executive Director

October 20, 2015

Honorable Dean Watts
Nelson County Judge/Executive
1 Court Square, 2nd Floor
Bardstown, KY 40004

Dear Judge Watts:

On behalf of Governor Steve Beshear, I am pleased to inform you that your county has been awarded $21,167.00 from the Kentucky Office of Homeland Security. These funds are from the Law Enforcement Protection Grant Program. The award is for the purchase of 35 duty weapons and some ammunition so the Nelson County Sheriff's Office can better serve and protect the citizens of the county.

The Law Enforcement Protection Program is a state program that is funded solely by the sale of confiscated weapons turned in by agencies such as your sheriff's office to the Kentucky State Police.

Detailed information is forthcoming from our Grants Division about specific requirements to begin your task. However, until an agreement is formally created, signed and returned to you, no portion of our funds may be

obligated or used in any manner.

If you have any questions, please contact Pat Gill at 502.564.2081 or pat.gill@ky.gov. Additionally, I am always available to assist.

Cordially,

Eugene L. Kiser
Executive Director

c: Honorable Jimmy Higdon, KY State Senator
Honorable David Floyd, KY State Representative
Wendell Lawrence, Executive Director, Lincoln Trail Area Development District

KentuckyUnbridledSpirit.com Kentucky UNBRIDLED SPIRIT An Equal Opportunity Employer M/F/D

*** ***** ***

SURPLUS BACKHOE

Surplus Bids - 416B Caterpillar Backhoe October 30, 2015	
Bidder	Bid Amount
Donnie Clark	$ 7,033.00
Denver Hack	$ 6,500.50
Nicky Dones	$ 6,155.00
Vittitoe Tree Service	$ 5,327.00
Culvertown Truck Sales	$ 5,110.00
KDC Auto Sales	$ 5,021.19

Surplus backhoe was sold to Donnie Clark for $7,033.00.

*** ***** ***

WOODLAWN SPRINGS STOP SIGNS

Homeowners at Woodlawn Springs have requested speed bumps in their subdivision; however, they cannot get the required number of signatures for this. County has been asked to install stop signs. Homeowners will be asked for recommendations for placement of stop signs, purpose of which is to slow traffic. Configuration of streets is somewhat problematic.

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BACKHOE PURCHASE

Nelson County Fiscal Court Bid Opening 10/28/15, 10:00 AM		
Used Backhoe-Per Specification 2015-NC-007		
Bid company	Unit Bid	Amount
Whayne Supply	CAT 420-E-IT (Intergrated Tool Carrier Model) 2011 Model	$46,737.00
Note: same unit the NCRD has been renting/using for 5 months – 1280 Hours (approx)		

On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve purchase of the CAT 420-E-IT backhoe from Whayne Supply as bid. This machine is being rented currently at the landfill; $10,000 rental already paid will be deducted from the total bid price, as per the initial rental agreement.

ON-GOING ROAD DEPARTMENT

County Engineer reported on completion of bushhogging, repair of the boom mower, delivery and pick-up of voting machines and supplies, and work done on various buildings and roads throughout the county, as well as work in preparing snow removal equipment for use in upcoming months. About 1,000 tons of salt will be hauled in during the next few days

EMS

ON-GOING - Joe Prewitt told Court members that number of October runs had "broken all records". He also reported on EMS participation with the Nelson County Fire and Rescue and the dispatch center in providing Halloween treats for local children at the Justice Center parking area.

RESOLUTION - HOMELAND SECURITY GRANT PROJECT - The following resolution is approved on motion of Jerry Hahn, second of Keith Metcalfe, and by affirmative vote of all Court members:

The County of Nelson/Nelson County Fiscal Court
1 Court Square
P.O. Box 578
Bardstown, KY 40004
(502) 348-4929

Dean Watts, County Judge/Executive
Rhonda Fenwick, County Treasurer

Kentucky Office of Homeland Security Project

RESOLUTION _____

County of Nelson

A RESOLUTION OF THE COUNTY OF NELSON, KENTUCKY AUTHORIZING THE JUDGE/EXECUTIVE TO MAKE APPLICATION FOR AND, UPON APPROVAL, TO ENTER INTO AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS). TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS RESOLUTION ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY-2015 APPLICATION CYCLE.

WHEREAS, Nelson County, Kentucky desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by Kentucky:

WHEREAS, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the county:

NOW, THEREFORE, be it resolved this 4th day of November 2015, by Nelson County, Kentucky.

The Judge/Executive is hereby authorized to execute and furnish all required documentation, including a memorandum of agreement, as may be required by KOHS for the furtherance of the above-reference project and to act as the authorized correspondent for said project.

For the purpose of any KOHS funded projects using FY-2015 funds the county will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under $20,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds $20,000 the provisions of KRS 45A will apply.

Done this 4th day of November, 2015 on a Motion made by:

Jerry Hahn
Magistrate
And seconded by: Keith Metcalfe
Magistrate

Members present voting in Favor: 6

Members present voting Against: 0

BY: Dean Watts
Dean Watts, Nelson County Judge/Executive

ATTEST: Elaine Filiatreau
Elaine Filiatreau, Clerk

Fiscal Court Orders

Nov. 4, 2015
SPECIAL SESSION OF NELSON FISCAL COURT

Book 38
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Kentucky Office of Homeland Security
Legal Signature Authorization

Date 10/22/2015

Subrecipient The Nelson County Fiscal Court

Project # 15-1651 Nelson County Weather Siren

Agreement # PO2-094-

I hereby authorize the following person(s) to sign agency legal and invoice documents in accordance with the terms and conditions of this contract with the Kentucky Office of Homeland Security.

NAME *(please print)*	SIGNATURE
Joseph Prewitt, Project Manager	Joseph Prewitt
Rhonda Fenwick, Nelson County Treasurer	Rhonda Fenwick

AUTHORIZED OFFICAL NAME *(please print)*	SIGNATURE
Dean Watts, Nelson County Judge/Executive	Dean Watts

DATE 11-4-2015

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JAIL - Presented by Jailer Dorcas Figg

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	KCPC	In House
OCT.							
Wed. 21	137	3	1	32	5	1	127
Thur. 22	137	3	1	29	5	1	127
Fri. 23	138	2	1	36	5	1	129
Sat. 24	132	2	2	34	4	1	123
Sun. 25	132	2	2	35	4	1	123
Mon. 26	130	2	2	35	4	1	121
Tue. 27	123	2	3	26	7	1	110
Wed. 28	125	2	3	26	7	1	112
Thur. 29	132	2	3	29	8	1	118
Fri. 30	137	2	5	29	8	1	121
Sat. 31	131	2	4	29	5	1	119
NOV.							
Sun. 01	132	2	4	29	5	1	120
Mon. 02	129	2	4	29	6	1	116
Tue. 03	125	2	4	28	7	1	111
Wed. 04	125	2	4	27	7	1	111

NELSON COUNTY JAIL

SENTENCED INMATES	
DISTRICT COURT	16
WEEKENDS	4
WAITING COURT	14
HIP	1
WORK RELEASE	5
C/S	0
STATE SENTENCED	
CI	22
CD	6
CI SERVING WEEKENDS	2
COMMUNITY SERVICE	6
WORK RELEASE	8
CIRCUIT SENTENCE TO JAIL	2
DRUG COURT	0
HIP	0
CIRCUIT WAITING COURT	55

TOTAL OF 69 HAS NOT BEEN SENTENCED

SEPTEMBER DAILY AVERAGE

	Mandays	Average
CI	632	21
CD	402	13
NELSON	2987	99
TOTAL	4021	134

NEW ARREST AND RELEASES F/SEPTEMBER 2015

	MALE	FEMALE	TOTAL
ARRIVALS	149	63	212
RELEASES	MALE	FEMALE	
	146	61	207

NUMBER OF DAYS INMATES SERVED F/SEPTEMBER 2015

DAYS	INMATES	DAYS	
1	87	16	7
2	55	17	5
3	18	18	0
4	14	19	1
5	11	20	2
6	9	21	1
7	5	22	2
8	8	23	3
9	5	24	1
10	5	25	2
11	3	26	0
12	3	27	8
13	7	28	3
14	6	29	3
15	2	30	76

LANDFILL/SOLID WASTE

**BULKY ITEM - On motion of Keith Metcalfe, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the same plan/route as last year for the bulky-item project. As reported by Landfill Engineer Brad Spalding, bulky-item pickup will begin Feb. 29; passes are going out soon.

**ANIMAL DISPOSAL REPORT - Report that is sent to the State in order to continue to qualify for grant for animal disposal:

Nelson County

September, 2014- August, 2015 Animal Disposal Program Budget Summary

Receipts:	
State Funds	$7,500.00
Grantee Match	$70,812.26
Public Funds	$0.00
Total Receipts	$78,312.26

Expenditures Category	Funds
Personnel Expenditures:	
1. Salaries and Benefits	$50,307.92
2. Other	
Total Personnel	$50,307.92
Operating Expenditures:	
3. Supplies	$1,583.42
4. Rent (building)	
5. Rent (other)	
6. Utilities	
7. Maintenance and Repairs	
8. Contracted Services	
9. Insurance	
10. Travel/Trucking (Gas & Tires)	$15,000.00
11. Other (Landfill Fees)	$11,420.92
12.	
13.	
Total Operating	**$28,004.34**
Capital Expenditures:	
14.	
15.	
16.	
Total Capital	
TOTAL EXPENSES	$78,312.26

Nelson County Animal Disposal Program
Animal Disposal Summary
September 2014 - August, 2015

	Cows	Pigs	Horses	Goats	Sheep	Other	Total
September, 2014	118	118	11	6	3	65	256
October, 2014	139	103	4	4	1	79	251
November, 2014	131	75	4	2	0	57	212
December, 2014	164	144	2	1	2	58	313
January, 2015	192	117	8	1	0	39	318
February, 2015	114	80	0	2	2	29	198
March, 2015	271	195	8	4	3	44	481
April, 2015	124	124	7	1	1	68	257
May, 2015	71	173	5	2	3	53	254
June, 2015	72	69	6	2	1	36	150
July, 2015	86	134	5	2	2	72	229
August, 2015	74	131	1	3	13	40	222
Total	1,556	1,463	61	30	31	640	3,141

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BRYANT WICKLIFF TO RECREATION BOARD

The following appointment is approved on motion of Jeff Lear, second of Jerry Hahn, and by affirmative vote of all Court members:

NELSON COUNTY FISCAL COURT

ORDER

Pursuant to the relative Kentucky Revised Statues, **Bryant Wickliffe** is hereby appointed to the **Nelson County Recreation Board** for a term in accordance to the Bylaws or governing Regulations in place.

Dean Watts
Dean Watts
Nelson County Judge Executive

11/4/15
Date

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On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Nov. 4 special session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK