

Fiscal Court Orders

Dec. 19, 2017
REGULAR SESSION OF NELSON FISCAL COURT

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

Prior to beginning regular business, County Judge-Executive Dean Watts announced the Court's intent to meet toward the end of regular business in closed session as regulated by KRS 61.810 (1)(b) for "deliberations on the future acquisition or sale of real property by a public agency, but only when publicity would be likely to affect the value of a specific piece of property to be acquired for public use or sold by a public agency".

MINUTES APPROVED - DEC. 5

On motion of Sam Hutchins, second of Jeff Lear, by unanimous vote of the Court members present (Hahn absent), IT IS HEREBY ORDERED to approve the minutes of the Dec. 5 session of Nelson Fiscal Court as presented.

BILLS AND TRANSFERS

On motion of Bernard Ice, second of Keith Metcalfe, by affirmative vote of all Court members present, IT IS HEREBY ORDERED to authorize the County Treasurer to pay the following bills and to make the following transfers:

**Nelson County Fiscal Court
Bills for Court Approval**
December 19, 2017

Name	Memo	Account	Amount
01 General Fund			
ADP	PR processing 112417	9100301 · Payroll Processing	\$ 438.73
American Tire	SO 29, 44, 45, 49	5105479 · Law Enforc Tires	2,074.12
Barrie, Jennifer	Sheriff office cleaning - 1117	5105329 · Law Enforc. Bldg Main Contracts	1,000.00
Burba, Alma Jean	Board of Elections Oct-Dec 2017	5065192 · Election Officers Pay	150.00
County Clerk	Board of Elections Oct-Dec 2017	5065192 · Election Officers Pay	100.00
Danville Office	Message book, sticky notes	5001445 · CJE Office Expense	34.07
Danville Office	Envelopes, fax supplies, letter opener	5115445 · Codes - Office Expense	328.92
Duplicator Sales	Monthly copy charges	5205445 · Animal Control Office supplies	18.93
Estream Clean	Clean carpets	5415329 · Civic Center Maint Contracts	245.00
Feed America Ky	1117 distribution	5330515 · Feed America Program	112.83
Haydon Materials	Rock	5401334 · Recreation Bldg/Grounds Maint	426.01
Holt Computers	Computer - Dean	5001445 · CJE Office Expense	799.00
Interstate Security	Quarterly monitor agreement	5105329 · Law Enforc. Bldg Main Contracts	99.00
Interstate Security	Quarterly monitor agreement	5415329 · Civic Center Maint Contracts	90.00
JD Auto Service Center	Alignment - Russells truck	5340340 · Comm Svc Vehicle Main	79.95
Kentucky One	Pre employment test	9400547 · Employee Medical/WC Claims	45.00
Kleentech	Carpet cleaning, scotch guard- both floors	5081329 · Justice Center Main Contracts	1,885.00
Ky County Judge Assoc	KCJEA Winter Conference	5001569 · CJE Training	280.00
Ky Forestry	78780 acres fire protection	9500902 · Forest Fire Suppression	1,576.00
L&W Emergency Equip	2018 Explorer - equipment	5105723 · Law Enforcement Automobiles	8,927.40
L&W Emergency Equip	2018 Explorer - equipment	5105723 · Law Enforcement Automobiles	8,927.40
Landmark Comm News	Employment, EMS bids	9100539 · Advertising & Legal Notices	412.60
National Fire Protection Assoc	NFPA membership	5115551 · Codes - Dues & Certifications	175.00
Newcomb Oil Co	Fuel	5105429 · Law Enforc Fuel	4,056.02
Newcomb Oil Co	Fuel	5135429 · EMA Fuel	215.91
Nu Life Cartridge	Drawer tray, highlighters	5115445 · Codes - Office Expense	54.15
Patrons Home Center	Ballasts, weather stripping, outlets	5080334 · Old Courthouse Bldg Maint	86.35

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Patrons Home Center	Batteries, bulbs, door repairs	5081334 · Justice Center Bldg Maint	151.99
Patrons Home Center	Gutter/downspout relocation	5086334 · Wickland Maint Supplies	24.15
Patrons Home Center	Keys, gloves, batteries, tools	5090427 · Maintenance - Supplies	90.24
Patrons Home Center	Drug task force office	5105741 · Law Enforcement Building	6.47
Patrons Home Center	Flashlight - Ronnie	5115427 · Codes - Technical supplies	26.99
Patrons Home Center	Batteries	5115445 · Codes - Office Expense	33.96
Patrons Home Center	Siren install, repairs	5139336 · Weather Siren Repairs	163.87
Patrons Home Center	Mailbox, setup	5205334 · Animal Control Building Main	46.75
Patrons Home Center	Drain opener	5305334 · Sr Citizens Bldg Supplies	40.98
Patrons Home Center	Sealing tape	5330515 · Feed America Program	80.73
Patrons Home Center	Keys	5340427 · Comm Svc Supplies	7.06
Patrons Home Center	Soccer gate, fence maint	5401334 · Recreation Bldg/Grounds Maint	36.22
Patrons Home Center	Paint machine, grass edger	5401336 · Recreation Equipment Maint	90.88
Patrons Home Center	Trash cans, tools, winterization	5401427 · Recreation Maint Supplies	263.03
Patrons Home Center	Bulbs	5415334 · Civic Center Bldg Maint	49.34
Pinkston, Lisa	Board of Elections Oct-Dec 2017	5065192 · Election Officers Pay	150.00
Sheriff	Board of Elections Oct-Dec 2017	5065192 · Election Officers Pay	150.00
Springfield Laundry	Mats	5080411 · Old Courthouse Custodial Supply	47.62
Springfield Laundry	Mats	5081411 · Justice Center Custodial Supply	618.10
Springfield Laundry	Mats	5085411 · Sutherland Bldg Custodial Suppl	97.56
Springfield Laundry	Mats	5105411 · Law Enforc Custodial Supplies	141.48
Springfield Laundry	Mats	5415411 · Civic Center Custodial Supplies	25.64
Thyssenkrupp	Quarterly elevator maint agreement	5081329 · Justice Center Main Contracts	642.03
TJ Health Columbia	Juvenile suspect testing	5105547 · Law Enforc Suspect Testing	52.00
Tractor Supply	Snake machine maint	5090427 · Maintenance - Supplies	26.99
Total 01 General Fund			35,701.47
02 Road Fund			
Allied Cleaning Solutions	Cups, towels	6105427 · Garage supplies	151.08
American Tire	Utility trailer, Truck 305	6105479 · Tires	1,197.46
Cintas	Uniforms	6105481 · Uniforms	1,359.70
Cintas First Aid & Safety	First aid supplies	6105594 · Crew Safety Equipment	98.55
Citation Equipment	Steamer supplies	6105427 · Garage supplies	81.40
Fastenal	Gradall	6105443 · Parts	82.99
GBA	Work orders, encroachment permits	6103445 · Office Supplies	410.00
Haydon Materials	Petersburg, Lyddiane Rd	6105447 · Dust control-chip seal oil	3,516.95
J Edinger	Salt spreader parts	6105443 · Parts	459.60
JD Auto Service Center	Alignment - Brads truck	6105336 · Equipment repairs	79.95
Joe Hill's	Chainsaw maint	6105336 · Equipment repairs	109.64
Keystops	Fuel	6105429 · Fuel	7,913.84
Keystops	Antifreeze/coolant, oil	6105439 · Lubricants	857.80
Lasco	Nuts, washers	6105427 · Garage supplies	33.56
Lasco	Snow chains	6105443 · Parts	161.88
Lawson Products	Grommets, paint	6105427 · Garage supplies	114.65
Martin, Chris	Boot allowance	6105481 · Uniforms	75.00
Patrons Home Center	Water fountain repairs	6103334 · Building & Grounds Maintenance	4.29
Patrons Home Center	Batteries	6103445 · Office Supplies	21.78
Patrons Home Center	Keys, twine, caution tape, paint	6105427 · Garage supplies	70.52
Patrons Home Center	Propane	6105429 · Fuel	102.49
Patrons Home Center	Oil distributor, salt spreader	6105443 · Parts	25.06
Pipe Savers LLC	Sewer line jetting	6103334 · Building & Grounds Maintenance	450.00
Reed, Scott	Boot allowance	6105481 · Uniforms	75.00
Saf-ti-Co	Private road signs	6105420 · 911 Road Signage	53.80
Saf-ti-Co	Street signs, posts	6105469 · Signs & Posts	3,562.00
Taylor, Terry	Water tank - paving supplies	6105427 · Garage supplies	40.00
Truck Parts & Service	Tire plugs, CB antenna	6105427 · Garage supplies	73.21
Total 02 Road Fund			21,182.20
03 Jail Fund			
Advanced Surveillance Inc	Repair surveillance equipment	5101336 · Equipment Repairs	475.00
Boone, Brian	Boot allowance	5101481 · Staff Uniforms	75.00
Bourbon City Waterproofing	Waterproofing shower stalls (10)	5101571 · Building Repair and Renewals	5,500.00
Care A Cell	Lobby kiosk 1117	5101428 · Canteen Inventory	971.70

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Charm-Tex	Mattress covers	5101437 · Linens	1,005.60
Clems	Food	5101425 · Food	2,794.08
Cleveland Welding	Fabricate door sliders, shower box covers	5101571 · Building Repair and Renewals	195.00
Complete Primary Care	Inmate medical visits Nov 2017	5101549 · Routine Medical	1,640.00
Dean Milk	Milk	5101425 · Food	1,613.12
Flowers Baking Co	Bread	5101425 · Food	865.12
Galls	Uniforms	5101481 · Staff Uniforms	626.06
Good Source Solutions	Food	5101425 · Food	3,303.94
Gordon Foods	Dishmachine lease	5101336 · Equipment Repairs	85.00
Gordon Foods	Cleaning supplies	5101411 · Custodial Supplies	2,567.97
Gordon Foods	Kitchen supplies	5101423 · Food Prep & Serving Supplies	1,212.82
Gordon Foods	Food	5101425 · Food	7,733.35
Gordon Foods	Canteen purchases	5101428 · Canteen Inventory	395.07
Gordon Foods	Testing supplies	5101549 · Routine Medical	116.32
IHS Pharmacy	Inmate medical	5101549 · Routine Medical	4,567.33
Interstate Security	Quarterly monitor agreement	5101329 · Building Main Contracts	248.00
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,754.21
Medica	Inmate medical	5101549 · Routine Medical	207.54
Patrons Home Center	Cell and wall repairs, outlet covers	5101334 · Building Maintenance	195.00
Patrons Home Center	Mixer repairs	5101336 · Equipment Repairs	5.79
Patrons Home Center	Cable ties, drill bits, plungers	5101406 · Tools and maint supplies	182.92
Performance Food Service	Cleaning supplies	5101411 · Custodial Supplies	1,292.82
Performance Food Service	Kitchen supplies	5101423 · Food Prep & Serving Supplies	214.80
Performance Food Service	Food	5101425 · Food	5,371.65
Performance Food Service	Canteen inventory	5101428 · Canteen Inventory	950.82
Redwood Toxicology	Lab testing	5101550 · Pretrial Testing Supplies	96.00
Roby's Country Gardens	Food	5101425 · Food	827.50
RWH Computer Networking	Camera, scanner, installation	5101445 · Office Supplies	1,702.00
Total 03 Jail Fund			<u>48,791.53</u>
04 LGEA Fund			
Haydon Materials	Various county roads	6105409 · Rock	2,428.36
Total 04 LGEA Fund			<u>2,428.36</u>
09 Ambulance Fund			
American Tire	Sq 35, 36, 38, 39	5140340 · Vehicle Maintenance & Repairs	573.48
American Tire	Sq 35, 36, 38, 39	5140439 · Oil, lubes	231.83
American Tire	Sq 35, 36, 38, 39	5140443 · Vehicle Parts	780.48
American Tire	Sq 35	5140479 · Tires	464.00
Bluegrass Biomedical Inc	Defibrillator maint	5140336 · Equipment Maintenance & Repairs	350.00
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	695.00
Danville Office	Printer ink	5140445 · Office Expense	88.60
Ferrell Gas	Propane Station I	5140578 · Utilities	536.21
Galls	Uniforms	5140481 · Staff Uniforms	192.32
Hendricks, John	Conference fees	5140569 · Training	100.00
Holt Computers	Service call	5140445 · Office Expense	40.00
LifeGas	Oxygen	5140550 · Medical supplies & Materials	155.15
Newcomb Oil Co	Fuel	5140429 · Fuel	6,100.05
Newcomb Oil Co	Kerosene	5140578 · Utilities	67.47
Patrons Home Center	Bulbs, cable ties, cord end	5140334 · Building maintenance	113.38
Patrons Home Center	Portable heater	5140443 · Vehicle Parts	84.95
Prewitt, Joe	Uniforms	5140481 · Staff Uniforms	272.50
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	295.40
Sure Flame Propane	Station II	5140578 · Utilities	148.14
Titan Medical Supply	Glucose test strips	5140550 · Medical supplies & Materials	225.00
Walker, Lauren	Boot allowance	5140481 · Staff Uniforms	35.00
Total 09 Ambulance Fund			<u>11,548.96</u>
Subtotal - General Fund Bills			<u><u>\$ 119,652.52</u></u>
13 Solid Waste Fund			
American Tire	Pup truck, shop tires	5215479 · Tires	\$ 4,067.40
Kentucky One	Employee medical	9400547 · Employee Medical/WC Claims	105.00
Keystops	Fuel	5215429 · Fuel & Lubricants	14,048.11
Lasco	Truck 410	5215443 · Parts	623.06

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Lasco	Truck 412	5215443 · Parts	1,050.05
Patrons Home Center	Trash clean up supplies	5215315 · Roadside Cleanup	42.98
Patrons Home Center	Truck 414	5215443 · Parts	5.39
Rabalais, Tony	Boot allowance	5215481 · Employee uniforms	75.00
Salt River	Garbage billing services	5215320 · Collection Contracts	10,672.20
Springfield Laundry	Uniforms	5215481 · Employee uniforms	471.72
Taylor Battery Co	Batteries	5215443 · Parts	218.12
Truck Parts & Service	Tire patching	5215427 · Garage supplies	56.20
UHL Truck Sales	Truck 414	5215336 · Equipment Repair	50.00
Total 13 Solid Waste Fund			31,485.23

15 Landfill Fund

American Tire	Recycle trailer	5217340 · Recycling vehicle expense	84.10
Galeton	Gloves	5210594 · Crew Safety Equipment	117.06
Interstate Security	Quarterly monitor agreement	5210329 · Maintenance Contracts	99.00
Keystops	Fuel	5210429 · Fuel & Lubricants	5,702.21
Lasco	Truck 413- idler	5210443 · Parts	88.26
Lawson Products	Garage supplies	5210427 · Main supplies	102.87
Modern Supply	Welding supplies	5210427 · Main supplies	111.56
Municipal Equip	Truck 418- roller	5210443 · Parts	378.00
Patrons Home Center	Rope, paint for dumpsters	5210427 · Main supplies	49.16
Patrons Home Center	Heaters for pump stations	5210581 · Leachate Maintenance	139.96
Quill Corporation	Chair, pens, toner, time cards	5210445 · Office Expense	349.32
Quill Corporation	Safety glasses	5210594 · Crew Safety Equipment	65.88
SpringCo Janitorial	Towels, soap, tissue	5210411 · Custodial supplies	183.89
Springfield Laundry	Cleaning supplies	5210427 · Main supplies	119.92
Springfield Laundry	Uniforms	5210481 · Uniforms	264.52
Taylor Battery Co	Battery- dozer	5210443 · Parts	272.12
Truck Parts & Service	Tire patching	5210427 · Main supplies	46.80
Total 15 Landfill Fund			8,174.63

Subtotal - PIC Fund Bills

Total Bills to Pay

	\$ 39,659.86
	\$ 159,312.38

NELSON COUNTY FISCAL COURT
Paid Bills and Upcoming Transfers for Court Approval
December 19, 2017

Fund/Vendor	Description	Account	Amount
<i>General Fund</i>			
Conway Heaton	2018 Ford Explorer	5105723 · Law Enforcement Vehicles	\$ 31,944.00
Conway Heaton	2018 Ford Explorer	5105723 · Law Enforcement Vehicles	31,944.00
Lawson Products	Gloves	5090427 · Maintenance - Supplies	200.76
	Less Discount		(2.00)
<i>Road Fund</i>			
Lawson Products	Garage supplies	6105427 · Garage supplies	108.38
			(1.08)
<i>PIC Fund</i>			
Town & Country Bank	2011 Public Property Bonds	7200 605 07 · Justice Center Interest	74,451.25
Town & Country Bank	2003 Public Property Bonds	7200 605 07 · Justice Center Interest	3,115.00

these payments are wired to T&CB by AOC (Administrative Office of the Courts); the bank then distributes payments to the bond holders (paid Dec 1 2017)

TOTAL PAID BILLS

	\$141,760.31
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Nelson County Fiscal Court Additional Bills for Court Approval December 19, 2017

Name	Memo	Account	Amount
01 General Fund			
Hall, Thomas	Legal Services	5310332 · Public Defender Contract	\$ 710.00
Kimball Midwest	Wrench	5090475 · Maintenance - Tools	42.53
KMCA	Leat 12/12/17	5025569 · Magistrates Training	75.00
Pressure Pros	Pressure wash services	5087329 · Old Library Maint Contracts	2,340.00
Total 01 General Fund			3,167.53
02 Road Fund			
Kimball Midwest	Garage supplies	6105427 · Garage supplies	134.22
Total 02 Road Fund			134.22
15 Landfill Fund			
Quill Corporation	Time clock supplies	5210445 · Office Expense	53.96
Quill Corporation	Return- credit memo	5210445 · Office Expense	(52.53)
Total 15 Landfill Fund			1.43
Total Additional Bills			\$ 3,303.18

NELSON COUNTY FISCAL COURT
FY 18 BUDGET LINE-ITEM TRANSFERS
December 19, 2017

Account Name	Transfer From	Transfer to	Amount
01 GENERAL FUND			
Reserve for emergencies/transfer	9200-999		(114,400.00)
C-JE Training		5001-569	100.00
Fiscal Court Misc Expense		5025-599	200.00
Ethics Board Allocation		5071-314	900.00
Trigg Estate Preservation Funds		5086-548	15,000.00
Wickland Building Repairs		5086-571	2,400.00
Old Library Maint Contracts		5087-329	2,000.00
County-wide Maint Supplies		5090-406	500.00
Law Enf Employee Contracts		5105-199	21,000.00
Law Enf Building maint supplies		5105-334	400.00
Law Enf Radios		5105-339	2,700.00
Law Enf Equipment (radio system)		5105-441	12,000.00
Law Enf Software Maint Agreement		5105-590	14,100.00
Law Enf Furniture and Fixtures		5105-709	900.00
Law Enf Vehicles		5105-723	13,400.00
Weather siren repairs		5139-336	200.00
Weather Siren 50/50 grants		8099-446	13,600.00
Claims and Judgments		9100-537	15,000.00
Recreation Equipment Maint		5401-336	600.00
Recreation supplies and equipment		5401-467	1,500.00
Recreation Telephone		5401-573	300.00
Recreation Support		5405-348	2,100.00
Recreation Maint Contracts	5401-329		(4,500.00)
02 ROAD FUND			
Reserve for emergencies/transfer	9200-999		(5,300.00)
Road Dept Buildings - overhead doors		6105-742	5,300.00
03 JAIL FUND			
Reserve for emergencies/transfer	9200-999		(15,000.00)
Building maintenance		5101-334	500.00
Tools and maint supplies		5101-406	700.00
Radio equipment		5101-441	3,300.00
Plumbing supplies and repairs		5101-463	3,200.00
Building repairs and renewals		5101-571	4,000.00
Telephones		5101-573	300.00
Jail office equipment		5101-725	4,000.00
Contracts with other counties	5101-314		(1,000.00)

Fiscal Court Orders

Part Two Receipts	Budget Estimate	1/1 thru 9/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31
Part Two (continued) Receipts	Budget Estimate	1/1 thru 9/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31
1. Federal Grants/Reimbursements							
2. State Grants							
3. State Fees for Services							
4. Fiscal Court	\$3,000.00						
5. Revenue Supplement (< 20,000 pop)							
6. Licenses and Taxes							
7. Motor Vehicle:							
8. Licenses and Transfers	\$1,775,000.00						
9. Usage Tax	\$5,100,000.00						
10. Tangible Personal Property Tax	\$4,350,000.00						
11. All Other Fees (licens, notary, etc)	\$45,000.00						
12. 4% School Treasurer	\$56,500.00						
13. Licenses: (describe)							
14. Housing & Trust	\$56,000.00						
15. Marriage	\$12,500.00						
16. Occupational							
17. Beer & Liquor							
18.							
19. E911 Fees	\$3,500.00						
20. Deed Transfer Tax	\$194,000.00						
21. Delinquent Taxes	\$390,000.00						
22. Fees Collected for Services							
23. Recordings:							
24. Deeds, Easements, and Contracts	\$25,000.00						
25. Real Estate Mortgages	\$88,000.00						
26. Chattel Mortgages & Financing S	\$135,000.00						
27. Powers of Attorney	\$5,500.00						
28. All Other Recordings	\$51,000.00						
29. Charges for Other Services:							
30. Copywork & Website Fees	\$35,000.00						
1. Tax Bills	\$15,000.00						

Part Three Disbursements	Budget Estimate	1/1 thru 9/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31
Part Three (continued) Disbursements	Budget Estimate	1/1 thru 9/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31
Required Payments							
1. Payments to State (describe)							
2. Motor Vehicle:							
3. Licenses & Transfers	\$1,275,000.00						
4. Usage Tax	\$4,947,000.00						
5. Tangible Personal Prop Tax	\$1,610,000.00						
6. Licenses: (describe)							
7. Housing & Trust	\$56,000.00						
8. Marriage Licenses							
9.							
10. Delinquent Tax	\$40,000.00						
11. Legal Process Tax	\$44,000.00						
12. Tax Bills	\$6,000.00						
13. Payments to Fiscal Court (describe)							
14. Tangible Personal Property Tax	\$510,000.00						
15. Delinquent Tax	\$48,000.00						
16. Deed Transfer Tax	\$185,000.00						
17. E911 Fees	\$3,500.00						
18. Beer & Liquor Licenses							

Copy the figure shown on Line 40 in the Budget Estimate column to the on Line 39 in the Receivable column (use for 12/31 report only) to page

County Clerk's Budget and Report

Part Three (continued) Disbursements	Budget Estimate	1/1 thru 9/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31
Part Three (continued) Disbursements	Budget Estimate	1/1 thru 9/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31
19. Fiscal Court/Tax Bill Prep							
20.							
21. Payments to Other Districts (describe)							
22. Tangible Personal Property Tax	\$2,100,000.00						
23. Delinquent Tax	\$168,500.00						
24.							
25. Payments to Sheriff							
26. Delinquent Tax	\$30,000.00						
27. Payments to County Attorney	\$45,000.00						
28. Total Required Payments	\$11,068,000.00						
Official Expenses							
29. Personal Services							
30. County Clerk's Gross Salary	\$97,240.20						
1. County Clerk's Expense Allowance	\$3,600.00						
2. Deputies Gross Salaries	\$560,000.00						
3. Part Time Gross Salaries							
34. Overtime Gross							
35. Unemployment Insurance							
36. Employee Benefits							
37. Employer's Share S.S. (7.65%)							
38. Employer's Share Ret.							
39. Employer Paid Health Insurance	\$88,000.00						
40. Other Payroll Disbursements							
41. Training Fringe Benefit (11B 810)	\$4,100.00						
42. Contracted Services							
43. Rebinding/Microfilming/Scanning	\$15,000.00						
44. Advertising	\$4,000.00						
45. Printing & Binding							
46. Rental/Maintn. Agreements	\$13,000.00						
47.							
48. Supplies & Materials (describe)							
49. Office Supplies	\$25,000.00						
50. Other Charges (describe)							
51. Refunds	\$275,000.00						
52. Conventions & Travel	\$9,000.00						
53. Dues & Miscellaneous	\$25,000.00						
54. Postage	\$11,000.00						
55. Repairs / Maintenance	\$10,000.00						
56. Insufficient Funds	\$2,000.00						
57. Debt Service (borrowed money/interest/lease/purchase)							
58. Principal on Note							
59. Interest							
60. Computer Lease							
61. Capital Outlay (outright purchases on tangible items lasting in nature)							
62. Office Equipment	\$10,000.00						
63. Vehicle							
64.							
65.							
66.							
67. Total Official Expenses	\$1,150,940.20						
(for offices that fee pool, pay fees to county prior to December 31, c							
68. Payments to County Treasurer							
69. Payments to State Treasurer							
70. Total Disbursements	\$12,218,940.20						

Copy the figure shown on Line 70 in the Budget Estimate column to the sum on Line 70 in the Unpaid column (use for 12/31 report only) to page 1, line

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JIM BEAM BRANDS - AMENDMENT TO IN-LIEU OF TAX PAYMENTS AGREEMENT AND RESOLUTION

On motion of Bernard Ice, second of Jeff Lear, by affirmative vote of all Court members present (J Hahn absent), IT IS HEREBY ORDERED to authorize the County Judge-Executive to enter into a lease agreement and to approve the resolution related to the lease agreement, as follows:

FIRST AMENDMENT TO IN-LIEU OF TAX PAYMENTS AGREEMENT

THIS FIRST AMENDMENT TO IN-LIEU OF TAX PAYMENTS AGREEMENT (the "First Amendment") made and entered into as of December 19, 2017, by and between the NELSON COUNTY BOARD OF EDUCATION (the "School Board"), a political subdivision, duly organized and validly existing under the laws of the Commonwealth of Kentucky and JIM BEAM BRANDS CO., a Delaware corporation (the "Lessee").

RECITALS

WHEREAS, the School Board and the Lessee entered into an In-Lieu of Tax Payments Agreement dated December 1, 2015 (the "Agreement"), in connection with the County of Nelson, Kentucky (the "Issuer") assisting the Lessee in funding the acquisition, construction, equipping and installation of real property, warehouses and barrels in the warehouses located in Nelson County, Kentucky (the "Project") through the issuance of bonds in one or more series, in an amount not to exceed \$245,000,000 and designated County of Nelson, Kentucky Industrial Building Revenue Bonds (Jim Beam Brands Co. Project), Series 2015; and

WHEREAS, certain terms defined in the Agreement when used and initially capitalized in this First Amendment shall have the meanings ascribed to them in the Agreement unless expressly otherwise defined herein; and

WHEREAS, under the Agreement, the Lessee makes annual payments (the "In-Lieu of Payments") in-lieu of the Taxes directly to the School Board in an annual amount equal to Five Thousand Dollars (\$5,000) per warehouse conveyed to the Issuer in connection with the Bonds up to a total of six (6) warehouses (or Thirty Thousand Dollars (\$30,000)); and

WHEREAS, the Lessee desires to add to the Project four (4) additional warehouses (the "Additional Warehouses"); and

WHEREAS, the School Board and the Lessee desire to increase the In-Lieu of Payments to account for the Additional Warehouses; and

WHEREAS, the School Board and the Lessee desire to modify the Agreement as set forth in this First Amendment; and

NOW THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, that the Agreement is modified as follows:

ARTICLE 1

AMENDMENT OF IN-LIEU OF PAYMENTS

Section 1.1 Amendment of In-Lieu of Payments. The third recital in the Agreement is hereby amended and restated so that, in its entirety, it shall read as follows:

"WHEREAS, in connection with the agreement of the Issuer to issue the Bonds, the Issuer desires to have the School Board and the Lessee enter into this In-Lieu of Agreement under which the Lessee will make annual payments (the "In-Lieu of Payments") in-lieu of the Taxes directly to the School Board in an annual amount equal to Five Thousand Dollars (\$5,000) per warehouse conveyed to the Issuer in connection with the Bonds, up to a total of six (6) warehouses (or Thirty Thousand Dollars (\$30,000)) for the tax years of the Lessee beginning January 1, 2016, and January 1, 2017, and in an annual amount equal to Five Thousand Dollars (\$5,000) per warehouse conveyed to the Issuer in connection with the Bonds, up to a total of ten (10) warehouses (or Fifty Thousand Dollars (\$50,000)) for the tax years of the Lessee beginning January 1, 2018, and continuing thereafter, which payment shall only be due on those

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warehouses approved for operation and storage of barrels by the Alcohol and Tobacco Tax and Trade Bureau.”

ARTICLE 2

MISCELLANEOUS

Section 2.1 Integration, Entire Amendment, Change, Discharge, Termination or Waiver. The Agreement as modified by this First Amendment contains the complete understanding and agreement of the Issuer and the Lessee in respect of the Agreement and supersedes all prior representations, warranties, agreements, arrangements, understandings, and negotiations. No provision of the Agreement as modified by this First Amendment may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the parties to this First Amendment.

Section 2.2 Governing Law. This First Amendment shall be deemed to be a contract made under the laws of the Commonwealth of Kentucky and for all purposes shall be governed by and construed in accordance with the laws of the Commonwealth Kentucky.

Section 2.3 Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the School Board and the Lessee have caused this First Amendment to be duly executed as of the date hereinbefore written.

NELSON COUNTY BOARD OF EDUCATION

By: _____
Name: _____
Title: _____

JIM BEAM BRANDS CO.

By: _____
Name: Kevin D. Smith
Title: Vice President Kentucky Jim Beam

RESOLUTION NO. 2017-[]

A RESOLUTION OF THE COUNTY OF NELSON, KENTUCKY (THE “ISSUER”), APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF (i) A DEED AND CONSIDERATION CERTIFICATE (THE “DEED”) BY AND BETWEEN THE ISSUER AND JIM BEAM BRANDS CO. (THE “LESSEE”), (ii) A FIRST AMENDMENT TO LEASE AGREEMENT (THE “FIRST AMENDMENT TO LEASE”) BY AND BETWEEN THE ISSUER AND THE LESSEE, AND (iii) ANY AND ALL OTHER RELATED DOCUMENTS; AND THE TAKING OF OTHER RELATED ACTION.

WHEREAS, pursuant to Ordinance No. 2015-B.2 dated November 4, 2015 (the “Bond Ordinance”), 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”), approved and authorized the issuance of up to \$245,000,000 of its County of Nelson, Kentucky Industrial Building Revenue Bonds, (Jim Beam Brands Co. Project), Series 2015 (the “Bonds”) to assist Jim Beam Brands Co. (the “Lessee”), a Delaware corporation, in financing the acquisition, construction, equipping and installation of real property, warehouses and barrels located in Nelson County, Kentucky (the “Project”); and

WHEREAS, pursuant to the Bond Ordinance, the Issuer also, inter alia, authorized the execution and delivery of the following documents: (a) the Lease Agreement (the “Agreement”) by and between the Issuer and the Lessee, (b) the Trust Indenture by and between the Issuer and

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U.S. Bank National Association, as trustee (or any successors or substitutes therefor) to the Trustee for the holders of the Bonds and the execution of related documents, (c) the Bond Purchase Agreement by and among the Issuer, the Lessee and Beam Suntory Inc. (the "Purchaser"), (d) the Home Office Payments Agreement by and among the Issuer, the Trustee, the Lessee and the Purchaser; and

WHEREAS, on December 30, 2015, the Issuer issued the Bonds, the buyer of which was the Purchaser; and

WHEREAS, the Lessee desires to convey additional property to the Issuer and have the Issuer lease back such property to the Lessee for the purpose of expanding the Project; and

WHEREAS, in connection with such expansion as contemplated in the Agreement, the Issuer desires to have the additional property on which warehouses will be located conveyed to it to lease such property to the Lessee; and

WHEREAS, the Issuer desires to accept the Lessee's conveyance of additional property to be funded by Bond proceeds and used in connection with the Project that the Lessee proposes to convey to the Issuer as set forth in the Deed and Consideration Certificate by and between the Issuer and the Lessee hereinafter approved (the "Deed"); and

WHEREAS, the Issuer and the Lessee desire to modify the Agreement to add to the Project Site (which is more particularly described in the Agreement) such additional property as the Agreement so contemplates and as set forth in the First Amendment to Lease Agreement by and between the Issuer and the Lessee hereinafter approved (the "First Amendment to Lease"); and

WHEREAS, in connection with the Project, the Nelson County Board of Education (the "School Board") and the Lessee entered into an In-Lieu of Tax Payments Agreement (the "In-Lieu of Agreement") that the School Board and the Lessee desire to amend in connection with the expansion of the Project as set forth in the First Amendment to In-Lieu of Tax Payments Agreement (the "First Amendment to In-Lieu of Agreement") by and between the School Board and the Lessee; 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 execution of the Deed, (b) authorize the execution of the First Amendment to Lease, and (c) approve other necessary or related documents and actions.

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

Section 1. Deed Authorization. The Issuer hereby approves, and the County Judge/Executive is hereby authorized, empowered and directed to execute on behalf of the Issuer the Deed which is hereby approved, authorized and adopted in substantially the form submitted herewith and designated Exhibit A, with such changes therein as the official executing the same may require or approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. First Amendment to Lease 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 First Amendment to Lease which is hereby approved, authorized and adopted in substantially the form submitted herewith and designated Exhibit B, 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. General Authorization. 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 Resolution, 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 Deed and First Amendment to Lease and to perform all of the obligations of the Issuer under the Deed and First Amendment to Lease.

Section 4. Severability. The provisions of this Resolution 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 Resolution.

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Section 5. Resolution Controls. In the event of any conflict or conflicts between the provisions of this Resolution and of any prior ordinances, resolutions or parts thereof, the provisions of this Resolution shall prevail.

Section 6. Resolution Effective. This Resolution shall be in full force and effect from and after its adoption as provided by law.

INTRODUCED, SECONDED, GIVEN A READING, ADOPTED AND APPROVED at a duly convened meeting of the Fiscal Court of the County of Nelson, Kentucky, held on the 19th day of December, 2017, 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 a Resolution duly adopted by the County of Nelson, Kentucky of said County upon reading at a duly convened meeting held on December 19, 2017, 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 December 19, 2017.

Fiscal Court Clerk

(SEAL)

EXHIBIT A

DEED AND CONSIDERATION CERTIFICATE
BY AND BETWEEN
COUNTY OF NELSON, KENTUCKY
AND
JIM BEAM BRANDS CO.

EXHIBIT B

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

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") made and entered into as of December __, 2017, by and between the COUNTY OF NELSON, KENTUCKY, a political subdivision, duly organized and validly existing under the laws of the Commonwealth of Kentucky (the "Issuer"), and JIM BEAM BRANDS CO., a Delaware corporation (the "Lessee"), under the following circumstances summarized in the following recitals:

WITNESSETH:

WHEREAS, the Issuer and the Lessee entered into that certain Lease Agreement dated December 1, 2015 (the "Agreement"), as recorded in Deed Book 514, Page 756, in the Nelson County Clerk's Office on December 30, 2015, in connection with the Issuer's issuance of revenue bonds in an aggregate principal amount not to exceed \$245,000,000 to assist in the financing of the acquisition, construction, equipping and installation of warehouses and barrels to be located therein in Nelson County, Kentucky; all for lease to the Lessee for use in the production of distilled spirits; and

WHEREAS, certain terms defined in the Agreement when used and initially capitalized in this First Amendment shall have the meanings ascribed to them in the Agreement unless expressly otherwise defined herein; and

WHEREAS, the Lessee desires to add to the Project Site additional real property as the Agreement so contemplates; and

WHEREAS, the Lessee has requested that the Agreement be modified as set forth in this First Amendment, and the Issuer has agreed to such modifications approved by a resolution of the Issuer on December 19, 2017; and

NOW THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, that the Agreement is modified as follows:

ARTICLE 1

ACCURACY OF RECITALS

Section 1.1 Accuracy of Recitals. The Issuer and the Lessee acknowledge the accuracy of the Recitals stated above.

ARTICLE 2

AMENDMENT OF AGREEMENT EXHIBIT A

Section 2.1 Amendment of Agreement Exhibit A. Exhibit A to the Agreement is hereby amended and restated so that, in its entirety, it shall read as set forth in Exhibit A attached hereto and incorporated herein by reference.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Integration, Entire Amendment, Change, Discharge, Termination, or Waiver. The Agreement as modified by this First Amendment contains the complete understanding and agreement of the Issuer and the Lessee in respect of the Agreement and supersedes all prior representations, warranties, agreements, arrangements, understandings, and negotiations. No provision of the Agreement as modified by this First Amendment may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the parties to this First Amendment.

Section 3.2 Binding Effect. The Agreement as modified by this First Amendment shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the Lessee and their respective permitted successors and assigns provided that the Agreement may not be assigned by the Issuer except to the Trustee, or as provided by law, pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment or satisfaction of Bond Service Charges. The Agreement as modified by this First Amendment may be enforced only by the parties, their assignees and others who may, at law, stand in their respective places. It is understood that the Lessee has an unrestricted right to assign all or any part of its rights and obligations in the Agreement, subject to the requirements of Section 5.2 of the Agreement.

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Section 3.3 Governing Law. This First Amendment shall be deemed to be a contract made under the laws of the Commonwealth and for all purposes shall be governed by and construed in accordance with the laws of the Commonwealth.

Section 3.4 Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Lessee hereto have caused this First Amendment to be duly executed in their respective names, all as of the date hereinbefore written.

(SEAL) COUNTY OF NELSON, KENTUCKY,
as Issuer

By: _____

Title: _____

ATTEST:

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF _____)

I, the undersigned, Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that on the _____ day of _____, 2017, the foregoing instrument was produced to me in said County by Dean Watts and [Fiscal Court Clerk Name], personally known to me and personally known by me to be the County Judge/Executive and Fiscal Court Clerk, respectively, of the County, and acknowledged by them to be their free act and deed as County Judge/Executive and Fiscal Court Clerk respectively, of said Issuer and the free act and deed of said County as authorized by a resolution of said Issuer.

Witness my hand this _____ day of _____, 2017.

My Commission expires: _____

_____ NOTARY PUBLIC

JIM BEAM BRANDS CO., as Lessee

By: _____

Title: Vice President Kentucky Jim Beam

STATE OF KENTUCKY)
) SS:
COUNTY OF _____)

I, the undersigned, Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that on the _____ day of _____, 2017, the foregoing instrument was produced to me in said County by Jim Beam Brands Co., and acknowledged by him to be his/her free act and deed.

Witness my hand this _____ day of _____, 2017.

My Commission expires: _____

_____ NOTARY PUBLIC

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EXHIBIT A

"EXHIBIT A

PROJECT SITE

This Exhibit A may be amended from time to time to reflect the addition of real property to the Project Site. A determination may be made not to place of record with the Nelson County Court Clerk any such amendments.

LEGAL DESCRIPTION – 5.641 ACRE TRACT

A certain tract of land situated in the vicinity of Boston, Kentucky in Nelson County on the west side of Mt. Moriah Church Road approximately 0.2 miles northeast of the Intersection of Ky. Hwy. 61 and being more particularly described as follows.

An Iron pin set denotes a ½" x 18" rebar with yellow surveyor's cap stamped (Spurrier PLS 3695) The Basis of Meridian for this survey is Grid North, Tied to the Kentucky State Plane Coordinate System, NAD 83 (86), Ky. North Zone.

Reference point beginning at a Black Oak Snag at the northerly corner of the James A. and Renee J. Wallace property, Deed Book 353 Page 467. Thence, with the northwesterly line of said Wallace and DJM, LLC Properties, Deed Book 346 Page 584, S 64-40-22 W 469.90 ft. to a 2" Mag Nail set in the centerline of Mt. Moriah Church Road (Right-of-Way {R\W} by Statute of Limitations – 30 ft. Used). Thence, with the northwesterly line of said DJM, LLC Properties crossing over said road, S 64-42-43 W 65.20 ft. to an Iron Pin Set in the northwesterly R\W line of Mt. Moriah Church Road (15 ft. from centerline) and being the True Point of Beginning. Thence, with said R\W, S 64-42-43 W 72.71 ft. to an Iron Pin Set, said Iron Pin having Ky. State Plane Coordinates of N: 114923.88 E: 1226436.25. Thence, leaving said right-of-way line and severing a line in the James B. Beam Distilling Property, Deed Book 128 Page 529. N 40-00-09 W 318.80 ft. to an Iron Pin Set. Thence, N 10-00-03 W 483.51 ft. to an Iron Pin Set. Thence, N 80-00-02 E 298.00 ft. to an Iron Pin Set. Thence, S 10-00-00 E 249.67 ft. to an Iron Pin Set. Thence, S 40-00-03 E 364.48 ft. to an Iron Pin Set in the northwesterly R\W line of Mt. Moriah Church Road. Thence, with said R\W, S 41-31-48 W 119.66 ft. to an Iron Pin Set. Thence, S 43-08-17 W 57.06 ft. to an Iron Pin Set. Thence, S 47-04-56 W 66.88 ft. to an Iron Pin Set. Thence, S 51-24-43 W 62.89 ft. to the point of beginning. Containing 5.641 Acres per survey by James E. Spurrier, Ky. P.L.S. # 3695 dated August 13, 2013.

Being a portion of the James B. Beam Distilling Company (now known as Jim Beam Brands Co. by virtue of a name change) property and being recorded at Deed Book 128 Page 529 of record in the Clerk's office of the Nelson County, Kentucky court.

AND BEING a part of the same property conveyed to the County of Nelson, Kentucky, by Deed dated December 30, 2015, of record in Deed Book _____, at page _____, in the office of the Nelson County Clerk.

LEGAL DESCRIPTION – 2.649 ACRE TRACT

A certain tract of land situated in the vicinity of Boston, Kentucky in Nelson County on the Jim Beam Distillery Property and being 0.70 miles north of the intersection of Ky. Hwy. 61 and Mt. Moriah Church Road and being more particularly described as follows.

An Iron pin set denotes a ½" x 18" rebar with yellow surveyor's cap stamped (Spurrier PLS 3695) The Basis of Meridian for this survey is Grid North, Tied to the Kentucky State Plane Coordinate System, NAD 83 (86), Ky. North Zone. Referenced to the KYTC GNSS Network

Beginning at the northeast corner of Cothem Brothers Rental Inc. property, deed book 405 page 366 (Lot 1 – P.C. 8 Slide 116) at an existing 1 ½ inch iron pipe at the base of a 36" sycamore tree on the north bank of Wilson Creek. Thence, S 44-15-23 E 918.13 ft. to an iron pin set at the northerly corner of the herein described property and being the True Point of Beginning, set iron pin further being referenced by Ky. state plane coordinates of N: 118406.70 E: 1225794.10. Thence, S 64-58-18 E 244.00 ft. to an iron pin set. Thence, S 25-01-42 W 473.00 ft. to an iron pin set. Thence, N 64-58-18 W, passing a point in the centerline of a 20 ft. wide ingress-egress easement leading to Ky. Hwy. 61 at 39.50 ft.; in all, 244.00 ft. to an iron pin set. Thence, N 25-01-42 E 473.00 ft. to the point of beginning. Containing 2.649 acres per survey by James E. Spurrier, Ky. P.L.S. # 3695 dated September 25, 2013.

Furthermore conveyed is a 20 ft. wide ingress-egress easement leading from Ky. Hwy. 61 to the above described 2.649 acre tract and being further described as follows:

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Beginning at the south corner of the Cothorn Brothers Rental Inc. property, deed book 311 page 498 (Lot A). Thence, S 04-33-28 E 94.81 ft. to the True Point of Beginning being a point in the northeast right-of-way (R/W) line of Ky. Hwy. 61 – R/W varies (deed book 152 page 82), said point being further referenced by Ky. state plane coordinates of N: 115935.06 E: 1224356.67. Thence, with the centerline of an existing access road, N 56-28-45 E 137.74 ft. to a point. Thence, with a curve to the right having a radius of 131.07 ft. and a chord bearing and distance of N 84-35-06 E 123.49 ft. to a point. Thence, S 67-45-19 E 611.97 ft. to a point, said point being referenced S 46-52-56 W 248.54 ft. from a 1 inch rebar set in concrete. Thence, with a curve to the left having a radius of 371.79 ft. and a chord bearing and distance of N 75-41-31 E 442.85 ft. to a point. Thence, N 39-08-19 E 279.67 ft. to a point. Thence, N 44-25-02 E 575.11 ft. to a point. Thence, N 39-30-15 E 429.10 ft. to a point. Thence, with a curve to the left having a radius of 156.99 ft. with a chord bearing and distance of N 07-45-29 W 213.08 ft. to a point. Thence, N 55-01-13 W 281.89 ft. to a point, said point being referenced S 14-52-29 W 194.58 ft. from a 1 inch rebar set in concrete. Thence, N 80-02-30 W 201.25 ft. to a point. Thence, S 89-22-06 W 277.93 ft. to a point. Thence, N 85-09-22 W 402.19 ft. to a point. Thence, with a curve to the right having a radius of 52.00 ft. and a chord bearing and distance of N 27-16-24 W 83.75 ft. to a point. Thence, N 43-27-38 E 335.09 ft. to a point. Thence, N 51-01-22 E 281.81 ft. to a point. Thence, N 32-23-41 E 117.12 ft. terminating at a point in the southerly line of the above described 2.649 acre tract and being referenced N 64-58-18 W 39.50 ft. from the south corner of said 2.649 acre tract.

Being a portion of the James B. Beam Distilling Company (now known as Jim Beam Brands Co. by virtue of a name change) property and being recorded at Deed Book 128 Page 529 and Deed Book 460 Page 511 of record in the Clerk's office of the Nelson County, Kentucky court.

AND BEING a part of the same property conveyed to the County of Nelson, Kentucky, by Deed dated December 30, 2015, of record in Deed Book _____, at page _____, in the office of the Nelson County Clerk.

LEGAL DESCRIPTION – 1 ACRE TRACT

[]

Being a portion of the James B. Beam Distilling Company (now known as Jim Beam Brands Co. by virtue of a name change) property and being recorded at Deed Book ___ Page ___ of record in the Clerk's office of the Nelson County, Kentucky court.

AND BEING a part of the same property conveyed to the County of Nelson, Kentucky, by Deed dated December __, 2017, of record in Deed Book _____, at page _____, in the office of the Nelson County Clerk.”

DEED AND CONSIDERATION CERTIFICATE

THIS DEED OF CONVEYANCE, made and entered as of the ___ day of December, 2017, by and between JIM BEAM BRANDS CO., a Delaware corporation (“Company”), whose mailing address is 526 Happy Hollow Road, Clermont, Kentucky 40110 and the COUNTY OF NELSON, KENTUCKY, a political subdivision, duly organized and validly existing under the laws of the Commonwealth of Kentucky (“Issuer”), whose mailing address and the address to which the property tax bill may be sent is One Court Square, Bardstown, Kentucky 40004.

W I T N E S S E T H:

That for and in consideration of the Issuer issuing its not to exceed \$245,000,000 County of Nelson, Kentucky Industrial Building Revenue Bonds (Jim Beam Brands Co. Project), Series 2015 (the “Bonds”), the Company has bargained and sold and by these presents does hereby

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The consideration certificate in the foregoing Deed and Consideration Certificate was acknowledged and sworn to before me, a Notary Public, this ____ day of December, 2017, by _____ as County Judge Executive of the County of Nelson, Kentucky, on behalf of said political subdivision of the Commonwealth of Kentucky, as its free act and deed.

My Commission Expires: _____

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Alex P. Herrington, Jr. (Mike)
STITES & HARBISON, PLLC
400 West Market, Suite 1800
Louisville, Kentucky 40202
(502) 587-3400

EXHIBIT A

LEGAL DESCRIPTION - [] ACRE TRACT

[]

Being a portion of the James B. Beam Distilling Company (now known as Jim Beam Brands Co. by virtue of a name change) property and being recorded at Deed Book [] Page [] of record in the Clerk's office of the Nelson County, Kentucky court.

EXHIBIT B

LEGAL DESCRIPTION - [] ACRE TRACT


[]

Being a portion of the James B. Beam Distilling Company (now known as Jim Beam Brands Co. by virtue of a name change) property and being recorded at Deed Book ___ Page ___ and Deed Book ___ Page ___ of record in the Clerk's office of the Nelson County, Kentucky court.

BOARD APPOINTMENTS

****BOARD OF ADJUSTMENT** - The appointment of John Cissell to the Nelson County Board of Adjustment is approved on motion of Keith Metcalfe, second of Sam Hutchins, and by affirmative vote of all Court members:

Pursuant to the relative Kentucky Revised Statutes, **John Cissell** is hereby re-appointed to the Nelson County Board of Adjustment for a term in accordance to the Bylaws or governing Regulations in place.



Dean Watts
Nelson County Judge Executive

Date
12/19/17


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**PLANNING COMMISSION - On motion of CJ/E Dean Watts, second of Keith Metcalfe, by affirmative vote of all Court members present, IT IS HEREBY ORDERED to approve the appointment of Charles Howard to the Joint City County Planning Commission:

Pursuant to the relative Kentucky Revised Statues, Charles Howard is hereby re-appointed to the Joint City County Planning Commission for a term in accordance to the Bylaws or governing Regulations in place.




Dean Watts
Nelson County Judge Executive

Date 12/19/17

**PLANNING COMMISSION - On motion of Jeff Lear, second of Sam Hutchins, by affirmative vote of all Court members present, IT IS HEREBY ORDERED to approve the appointment of Doug Cornett to the Joint City County Planning Commission:

Pursuant to the relative Kentucky Revised Statues, Doug Cornett is hereby re-appointed to the Joint City County Planning Commission for a term in accordance to the Bylaws or governing Regulations in place.



Dean Watts
Nelson County Judge Executive

Date 12/19/17

REPORT ON WICKLAND

John Greenwell reported on bids for Wickland Old House reconstruction; bids were for professional services. Questions centered around the scope of the project and how much can be accomplished with insurance payment as opposed to potential total cost of work to be done. More detailed information will be brought back to Court members.

DEPARTMENT REPORTS

**ROAD DEPARTMENT

REGULAR MAINTENANCE - Brad Spalding gave a rundown of boom mower activity in all districts, of work being done by grader crews, and of snow removal readiness. He also told Court members that an old building is being revamped in order that cold mix, rather than being stored outside as it is presently, can be stored in that building.

GRADE-ALL MAINTENANCE - Spalding described problems being incurred

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with the Grade-All, noting that it can be nursed along for a while but risk is that a major breakdown will occur during the bulky-item project. There is no backup equipment. Estimated fix is around \$27,000; however, another part, a \$5,000 cog, could possibly have to be replaced. Repair must be done in Nashville. Following discussion, on motion of Sam Hutchins, second of Bernard Ice, by affirmative vote of all Court members present, IT IS HEREBY ORDERED to send the County's Grade-All to Nashville for necessary repair.

****LANDFILL/SOLID WASTE**

Retirement of Robert Brown from landfill employment is imminent. On recommendation of Landfill Engineer John Greenwell, and on motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the Court members present, IT IS HEREBY ORDERED to approve a transfer move of Tommy Berry to the position of Landfill Supervisor at \$1.00 less an hour than Brown's pay rate, with pay to be increased after the first full year in this position. Berry is currently a Road Department employee; however, he has previously worked at the landfill.

****JAIL**

MEDICAL SERVICES AGREEMENT WITH COMPLETE PRIMARY CARE, LLC -
The following contract for provision of medical services at the jail was presented by Jailer Dorcas Figg and was approved on motion of Jeff Lear, second of Bernard Ice, and by affirmative vote of all Court members present:

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Nelson County, Kentucky (hereinafter referred to as "County"), and Complete Primary Care, LLC, a Kentucky Limited Liability Company,, (hereinafter referred to as "CPC"), is entered into as of the 15th day of November, 2017 and shall continue through June 30, 2018 in accordance with section 6.1.

WITNESSETH

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Nelson County Detention Center (hereinafter called "Jail") and,

WHEREAS, County and Jailer desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the County Fiscal Court for the Jail, desires to enter into this Agreement with CPC to promote this objective; and,

WHEREAS, CPC desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with CPC to provide for the delivery of all medical services to inmates of Jail. CPC shall provide health care services for all persons committed to the custody of the Jail, including those inmates on a work release or home incarceration program. CPC shall visit the jail at least three times per week to provide all professional medical and related health care services for the inmates, along with management of their medical records, and pharmacy services. CPC shall be on call 24 hours per day, seven days per week to provide services pursuant to this agreement. CPC shall also provide sick call

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conducted by CPC which shall be available to each prisoner no less frequently than three days per week. Hospital charges for x-rays, and for inpatient and outpatient services shall not be covered by this Agreement and shall be billed separately.

1.2 Compensation for Services. Base Compensation. County will pay to CPC \$2,000.00 per month, prorated for that portion of any month when this contract is not in effect.

1.3 Supplemental compensation. In addition to the base compensation, the County will pay CPC an additional amount of \$40.00 for each patient actually seen by CPC. There shall be no charge if CPC does not actually see the patient, such as for prescription refills.

1.4 Time of payment. County agrees to pay CPC prior to the fifteenth day of the month when in which services are billed.

1.5 Elective Medical Care. CPC is not responsible for providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not in CPC's opinion, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

ARTICLE II: PERSONNEL

2.1 Staffing. CPC shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by CPC to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Kentucky law. CPC shall provide copies of all such certifications which shall be maintained on file within the jail.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by CPC hereunder, or by any independent contractor, subcontractors or assignee, CPC, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, CPC shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, CPC will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of CPC.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either CPC or County in the direct rendering of any health care services.

2.5 CPC shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least five hundred thousand dollars (\$500,000) coverage per occurrence and one million dollars (\$1,000,000) aggregate with the County listed as an additional insured on said policy.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. CPC shall cause and require to be maintained complete and accurate medical records for each inmate who has received health care services through CPC. Each medical record will be maintained in accordance with applicable laws. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, CPC shall comply with Kentucky law, including but not limited to KRS 422.317. No information contained in the medical records shall be released by CPC except as provided by a court order or otherwise in accordance with the applicable law. At the

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termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide CPC with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

ARTICLE IV: TERM AND TERMINATION OF AGREEMENT

4.1 Term. This Agreement shall commence on November 15, 2017 and continue until June 30, 2018. The term of this agreement may be extended for additional one-year terms, if mutually agreeable to both parties.

4.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- a. Termination by agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- b. Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.
- c. Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Nelson County Fiscal Court. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

4.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from CPC to County.

ARTICLE V: LIABILITY AND RISK MANAGEMENT.

5.1 Insurance. At all times during this Agreement, CPC shall maintain professional liability insurance covering CPC for its work at County, its employees and its officers in the minimum amount of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) per in the aggregate. In the event that coverage changes, CPC will notify County in writing. CPC will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the County. CPC shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

5.2 Hold Harmless. CPC agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by CPC, it being the express understanding of the parties hereto that CPC shall provide the actual health care services. The Jailer shall promptly notify CPC of any incident, claim or lawsuit of which the Jailer becomes aware and shall fully cooperate in the defense of such claim, but CPC shall retain sole control of the defense while the action is pending, to the extent allowed by law.

County does hereby agree to indemnify and hold harmless CPC, its agents, servants, employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the negligence of the Jailer, the County or their employees.

ARTICLE VI: MISCELLANEOUS.

6.1 Independent Contractor Status. The parties acknowledge that CPC is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of CPC management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

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6.2 Assignment and Subcontracting. CPC shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve CPC of its independent obligation to provide the services and be bound by the requirements of this Agreement.

6.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

If to the County:

If to CPC

Nelson County Fiscal Court
Attn: County Judge Executive
1 Court Square, Second Floor
Bardstown, KY 40004

Complete Primary Care, LLC
Attn: Tonya Wooten
141 Parkway Drive
Bardstown, KY 40004

Notices shall be effective upon receipt regardless of the form used.

6.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

6.5 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

6.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

6.7 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

6.8 Liaison. The Nelson County Jailor or his designee shall serve as the liaison with CPC.

6.9 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

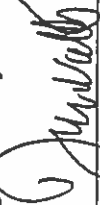
6.10 Time of Essence. Time is and shall be of the essence of this Agreement.

6.11 Authority: The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

6.12 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

6.13 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law on in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.



Nelson County Kentucky

Complete Primary Care, LLC

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REGULAR REPORT - Presented by Jailer Dorcas Figg:

NELSON COUNTY JAIL

DECEMBER	Total	Hardin Co	HIP	State	W-End	OUT TO CT	In House
Wed .06	178	4	0	51	4	4	168
Thur .07	180	4	0	50	4	4	168
Fri .08	180	4	0	50	4	4	168
Sat .09	172	4	0	51	3	4	161
Sun 10	173	4	1	50	1	4	163
Mon 11	173	4	1	50	4	3	161
Tue 12	171	4	0	50	4	2	161
Wed 13	174	4	1	51	4	2	163
Thur 14	175	4	1	53	2	3	165
Fri 15	172	4	1	55	4	3	160
Sat 16	172	4	1	53	2	6	159
Sun 17	167	4	1	67	2	6	154
Mon 18	163	4	1	67	3	4	151
Tue 19	172	4	2	67	4	4	158

NELSON COUNTY JAIL

STATE SENTENCED
CI 34
CD 33

NOVEMBER 2017 DAILY AVERAGE

Mandays	Average
CI	42
CD	25
NELSON	93
TOTAL	151

NEW ARREST AND RELEASES F/NOVEMBER 2017

ARRIVALS	MALE	FEMALE	TOTAL
	219	94	313
RELEASES	MALE	FEMALE	TOTAL
	210	68	278

SENTENCED INMATES

DISTRICT COURT 5

WEEKENDS 3

WAITING COURT 23

HIP 2

WORK RELEASE 3

C/S 0

CIRCUIT COURT SERVING WEEKE
COMMUNITY SERVICE 6

WORK RELEASE 1
CIRCUIT SENTENCE TO JAIL 0
DRUG COURT 1

CIRCUIT WAITING COURT 54

TOTAL OF 77 HAS NOT BEEN SENTENCED

JAIL POLICIES AND PROCEDURES - Jailer Dorcas Figg told Court members that the Jail Policies and Procedures Manual will remain the same as in the past with the exception of the addition of the medical agreement just approved. On motion of Sam Hutchins, second of Jeff Lear, by unanimous vote of the Court members present, IT IS HEREBY ORDERED to approve the Jail Policies and Procedures Manual as previous, but with the medical agreement added.

OLD/NEW BUSINESS

**OLD 31-E ROAD NAMES

Court members received a "Citizen Petition Rejecting New Names For Louisville Rd. . ." from residents of the affected roadway.

Resident Don Thrasher outlined his proposal for naming the sections of old 31-E. Regarding litigation filed by Thrasher regarding the County Judge-Executive's authority to name the sections of road, parties have agreed, as recommended by County Attorney Matthew Hite, to await the Kentucky Attorney General's opinion on the matter.

**SHERIFF RETIREMENT

Sheriff Ed Mattingly has announced that he will retire effective Jan. 1. The County Judge-Executive explained to Court members that he is working toward filling the vacant position.

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CLOSED SESSION

On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to recess from regular session and to convene in closed session as regulated by KRS 61.810 (1)(b) for "deliberations on the future acquisition or sale of real property by a public agency, but only when publicity would be likely to affect the value of a specific piece of property to be acquired for public use or sold by a public agency".

Nelson Fiscal Court reconvened in regular session after leaving closed session on motion of Bernard Ice, second of Jeff Lear, and by affirmative vote of all Court members present.

On motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Dec. 19 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK