

Fiscal Court Orders

Oct. 16, 2018
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: JERRY HAHN, JEFF LEAR, BERNARD ICE, SAM HUTCHINS, AND KEITH METCALFE.

CALL TO ORDER - COUNTY OF NELSON PUBLIC IMPROVEMENTS CORPORATION

Prior to the beginning of Public Improvements Corporation business, County Attorney Matthew Hite explained to members that the agenda referenced a meeting of the Nelson County Public Properties Corp. In actuality, there will be a meeting of the County of Nelson Public Improvements Corporation. On motion of Jerry Hahn, second of Bernard Ice, by unanimous vote of all members present, IT IS HEREBY ORDERED to waive notice of the meeting of the County of Nelson Public Improvements Corporation being called.

On motion of Sam Hutchins, second of Jeff Lear, by unanimous vote of the Directors, IT IS HEREBY ORDERED to approve the following resolution:

RESOLUTION OF THE COUNTY OF NELSON PUBLIC IMPROVEMENTS CORPORATION

At a special meeting of the COUNTY OF NELSON PUBLIC IMPROVEMENTS CORPORATION, held on the 16th day of October, 2018, at the principal office of the Corporation 1 Court Square, 2nd Floor, Bardstown, KY 40004, with all directors being present, the following resolution was unanimously adopted:

BE IT RESOLVED that Dean Watts, in his capacity as Nelson County Judge Executive, is hereby authorized to execute any and all documents necessary to borrow \$330,000.00 from Salt River Electric Cooperative Corporation on terms more particularly described in a term note and loan agreement and to pledge the Corporation's real property more particularly described in deed book 359 page 732 as security for said loan. The proceeds of this loan shall be used to increase the public recreational, cultural and related facilities of the community through rehabilitation of the J. Dan Talbott Amphitheatre property in Nelson County.

This resolution was adopted by a vote of all Directors of the Corporation on the 16th day of October, 2018 with 5 in voting the affirmative and 0 voting in the negative.

COUNTY OF NELSON PUBLIC IMPROVEMENTS CORPORATION

BY: Jim Walsh
President

ATTEST:

Rhonda Fenwick
Secretary / Treasurer

Meeting of the County of Nelson Public Improvements Corporation was adjourned.

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MINUTES APPROVED - OCT. 2

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. 2 session of Nelson Fiscal Court as presented.

BILLS AND TRANSFERS

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

**Nelson County Fiscal Court
Bills for Court Approval
October 16, 2018**

Name	Memo	Account	Amount
01 General Fund			
3-D Graphics	Culver, Snow	5105481 - Law Enforc Uniforms	95.00
ADP	PR Processing - 092818	9100301 - Payroll Processing	461.59
Advance Auto Parts	Mount and receiver pin, fuel cap, battery	5135340 - EMA Vehicle maintenance	88.56
Advance Auto Parts	Washer fluid, degreaser, antifreeze	5135443 - EMA Vehicle Parts	22.97
Advance Auto Parts	Battery (2)	5139336 - Weather Siren Repairs	309.98
American Tire	Tire repair	5030340 - PVA Vehicle Expense	23.67
American Tire	Service truck - tire repair	5090340 - Maintenance - Vehicle Maint	23.67
American Tire	SO 39, 44	5105479 - Law Enforc Tires	794.83
Aqua Treat	Monthly water treatment	5415329 - Civic Center Maint Contracts	184.80
Barrie, Jennifer	Sheriff office cleaning - 0918	5105329 - Law Enforc Bldg Main Contracts	1,250.00
BCD Construction	Stephen Foster Amphitheater Draw #3	5420507 - Stephen Foster Drama	14,528.70
Bluegrass Int Comm	Voter cards postage 0918	5065427 - Elections Supplies	115.50
Communicare, Inc.	IDT Evaluations	5301357 - Indigent Person Services	570.00
Conway Heaton	Truck #30	5135340 - EMA Vehicle maintenance	21.95
Conway Heaton	Truck #30	5135443 - EMA Vehicle Parts	24.95
Danville Office	Mailing labels, paper clips	5001445 - CJE Office Expense	85.60
Danville Office	Toner, pens, business cards, office supply	5115445 - Codes - Office Expense	364.18
Economy Pest Control	Portable toilet rentals October	5401364 - Rented Equipment	225.00
Etown Comm College	Heating/Air classes - Brian	5090569 - Maintenance - Education	885.00
Feed America Ky	0918 distribution	5330515 - Feed America Program	150.72
Fulkerson, Russell	Root allowance	5340427 - Comm Svc Supplies	75.00
GBA	Printer ink - Keith	5090445 - Maintenance - Office Expense	113.96
Haydon Materials	Rock	5401334 - Recreation Bldg/Grounds Maint	994.01
Haydon Materials	Storm pipe bedding	5420507 - Stephen Foster Drama	3,464.29
Hayes Pipe Supply	Storm sewer	5420507 - Stephen Foster Drama	14,012.80
Holt Computers	Setup wireless printer	5115445 - Codes - Office Expense	60.00
Humane Society	Tags, licenses, cage cards, ordinance copies	5205427 - Animal Control Feed & supplies	721.59
Johnson Controls	Fire extinguisher inspection	5081329 - Justice Center Main Contracts	38.00
Ky Home Electronics	Equipment repair	5135336 - EMA Equipment Repairs	16.48
Landmark Comm News	Franchise agreement, tax rates, help wanted	9100539 - Advertising & Legal Notices	1,639.59
Nelson County Coroner	Coroner transports 0918	5020308 - Coroner Autopsy & Services	600.00
Newcomb Oil Co	Fuel	5105429 - Law Enforc Fuel	4,325.33
Newcomb Oil Co	Fuel	5135429 - EMA Fuel	259.71
Nu Life Cartridge	Paper	5040445 - Treasurer Office Supplies	33.99
Patrons Home Center	Fire extinguisher install, bulbs	5080334 - Old Courthouse Bldg Maint	96.43
Patrons Home Center	Bathroom repairs, door repairs, bulbs	5081334 - Justice Center Maint Supplies	328.89
Patrons Home Center	Towels	5081411 - Justice Center Custodial Supply	55.99
Patrons Home Center	Bulbs, ballasts	5085334 - Sutherland Bldg Maint	274.79
Patrons Home Center	Work light, tools, rope, maint supplies	5090427 - Maintenance - Supplies	176.06
Patrons Home Center	Toilet repairs	5105334 - Law Enforc Building Maint	5.29
Patrons Home Center	Exhaust fan timer, filters	5205334 - Animal Control Building Main	86.92
Patrons Home Center	Drain opener	5305411 - Sr Citizens Custodial Supply	23.99
Patrons Home Center	Keys	5401334 - Recreation Bldg/Grounds Maint	17.58
Patrons Home Center	Trash bags	5401427 - Recreation Maint Supplies	33.98
Patrons Home Center	Exit sign, battery backup	5415334 - Civic Center Bldg Maint	67.88
Pinnacle Structures Inc	Pre engineered metal bldg for stage area	5420507 - Stephen Foster Drama	72,000.00
Precision Ladders LLC	Renovation costs - side rails	5420507 - Stephen Foster Drama	3,822.00
Quality Auto Glass	Windshield SO37	5105340 - Law Enforc Vehicle maintenance	290.00
Quick Care Express	Sept 2018 fleet maintenance	5090340 - Maintenance - Vehicle Maint	40.95

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Sheriff	Summons, transports, fiscal court 0718-0918	5015199	Sheriff Fees Payable	1,846.63
Springfield Laundry	Mats	5080411	Old Courthouse Custodial Supply	1,601.85
Springfield Laundry	Mats	5081411	Justice Center Custodial Supply	494.48
Springfield Laundry	Mats	5085411	Sutherland Bldg Custodial Suppl	97.56
Springfield Laundry	Mats	5105411	Law Enfore Custodial Supplies	141.48
Springfield Laundry	Mats	5415411	Cvive Center Custodial Supplies	25.64
Team Boone	Trackhoe rental - storm drain installation	5420507	Stephen Foster Drama	1,405.00
Tractor Supply	Weed killer	5090406	County-wide Main Supplies	147.98
Tractor Supply	T-post puller	5090427	Maintenance - Supplies	39.99
Willett's Lawn	Mowing July 2018	5081329	Justice Center Main Contracts	510.00
Willett's Lawn	Baseball mowing July 2018	5401329	Recreation Maint Contracts	400.00
Willett's Lawn	Football mowing July 2018	5401329	Recreation Maint Contracts	1,280.00
Willett's Lawn	Soccer mowing July 2018	5401329	Recreation Maint Contracts	2,332.00
Willett's Lawn	Culvertown Park July 2018	5401329	Recreation Maint Contracts	350.00
Willett's Lawn	Balltown Park July 2018	5401329	Recreation Maint Contracts	250.00
Total 01 General Fund				<u>134,824.78</u>
02 Road Fund				
Airgas Mid America	Welding supplies	6105427	Garage supplies	257.74
American Tire	Tire repairs	6105336	Equipment repairs	132.15
Asphalt Materials	Chip seal	6105447	Dust control-chip seal oil	2,011.49
Bumper to Bumper	Fuel cooler - 2005 Chevy Dually	6105443	Parts	159.16
Cintas	Uniforms	6105481	Uniforms	1,776.00
Cross Tech	Bushhog #1	6105443	Parts	137.19
Fastenal	Screws	6105427	Garage supplies	31.61
Hydraulic Specialists	Gradall pump rebuild	6105336	Equipment repairs	4,084.10
Kenworth Trucks	Trucks 305, 306	6105443	Parts	646.84
Keystops	Coolant	6105427	Garage supplies	104.64
Keystops	Fuel	6105429	Fuel and Lubricants	9,981.26
Kimball Midwest	Garage supplies	6105427	Garage supplies	128.88
Lawson Products	Garage supplies	6105427	Garage supplies	256.13
Patrons Home Center	Duct tape, shop supplies	6105427	Garage supplies	19.57
Patrons Home Center	Propane	6105429	Fuel and Lubricants	71.83
Patrons Home Center	Cable	6105443	Parts	11.18
Rame Contracting LLC	Woodlawn Culvert/Slide Repair - 3% funds	6105730	Road projects	136,995.25
Saf-ti-Co	Street Signs	6105469	Signs & Posts	217.35
Total Truck Parts, Inc.	Filters	6105443	Parts	35.96
Tractor Supply	Hand winch (2)	6105443	Parts	139.98
Truck Parts & Service	Garage supplies, freon, starter fluid	6105427	Garage supplies	230.39
Truck Parts & Service	Tandems	6105443	Parts	179.00
UHL Truck Sales	Truck 308	6105443	Parts	1,750.11
Wayne Supply	CAT Roller	6105443	Parts	803.72
Total 02 Road Fund				<u>160,156.53</u>
03 Jail Fund				
Bob Barker	Hygiene supplies	5101453	Prisoner Hygiene	1,068.80
Care A Cell	Lobby kiosk 0918	5101428	Canteen Inventory	604.35
Clems	Food	5101425	Food	1,911.75
Cleveland Welding	Food chase doors	5101571	Building Repair and Renewals	384.00
Cross Tech	TV mounts	5101334	Building Maintenance	76.14
Dean Milk	Milk	5101425	Food	453.50
Flowers Baking Co	Bread	5101425	Food	1,042.39
Gordon Foods	Dishmachine lease	5101336	Equipment Repairs	85.00
Gordon Foods	Cleaning supplies	5101411	Custodial Supplies	2,119.61
Gordon Foods	Kitchen supplies	5101423	Food Prep & Serving Supplies	612.77
Gordon Foods	Food	5101425	Food	5,910.16
Gordon Foods	Canteen purchases	5101428	Canteen Inventory	307.01
Gordon Foods	Testing cups	5101549	Routine Medical	58.39
ICS Jail Supplies	Mop bucket	5101411	Custodial Supplies	138.00
ICS Jail Supplies	Sheets, towels	5101437	Linens	539.20
ICS Jail Supplies	Hygiene supplies	5101453	Prisoner Hygiene	317.20
IHS Pharmacy	Inmate medical	5101549	Routine Medical	5,614.17
Laboratory Corp	Inmate medical	5101549	Routine Medical	312.00
Patrons Home Center	Cell repairs, bulbs, plumbing repairs	5101334	Building Maintenance	148.33
Patrons Home Center	Drain opener	5101411	Custodial Supplies	95.96
Patrons Home Center	Cleaning supplies	5101423	Food Prep & Serving Supplies	26.95
Performance Food	Cleaning supplies	5101411	Custodial Supplies	643.82

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Performance Food	Kitchen supplies	5101423 · Food Prep & Serving Supplies	158.00
Performance Food	Food	5101425 · Food	-4,648.92
Performance Food	Canteen inventory	5101428 · Canteen Inventory	193.40
Reiter Dairy	Milk	5101425 · Food	1,111.52
Roby's Country Gardens	Food	5101425 · Food	686.75
RWH Computer	Toner	5101428 · Canteen Inventory	199.00
RWH Computer	Toner	5101445 · Office Supplies	199.00
Total 03 Jail Fund			<u>29,666.09</u>
04 LGFA Fund			
Haydon Materials	Various county roads	6105409 · Rock	6,824.78
Mago Construction	Various county roads	6105405 · Hot and cold mix	2,589.16
Total 04 LGFA Fund			<u>9,413.94</u>
09 Ambulance Fund			
Advance Auto Parts	DEF, tire shine, mini bulbs, gas cap, cleaner	5140443 · Vehicle Parts	173.79
American Tire	Sq 33, 34, 38, 39, Medic 1	5140340 · Vehicle Maintenance & Repairs	716.38
American Tire	Sq 33, 38, Medic 1	5140439 · Oil, lubes	161.38
American Tire	Sq 33, 38, 39	5140443 · Vehicle Parts	352.38
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	310.98
Conway Heaton	Sq 33	5140340 · Vehicle Maintenance & Repairs	116.60
Conway Heaton	Sq 33	5140439 · Oil, lubes	67.58
Conway Heaton	Sq 33	5140443 · Vehicle Parts	81.94
Danville Office	Printer ink, paper	5140445 · Office Expense	105.20
Financial Forms & Supplies	Laser invoices	5140445 · Office Expense	313.38
Galls	Uniforms	5140481 · Staff Uniforms	100.00
Ky Home Electronics	Amplifier, HDMI cable, connectors	5140336 · Equipment Maintenance & Repairs	112.91
Ky Home Electronics	Coupler	5140339 · Radio Maintenance & Repairs	4.99
LifeGas	Oxygen	5140550 · Medical supplies & Materials	111.95
Medpro	Cot maint	5140336 · Equipment Maintenance & Repairs	236.79
Newcomb Oil Co	Fuel	5140429 · Fuel	7,058.06
Patrons Home Center	Tissue	5140411 · Custodial supplies	52.50
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	374.25
Sam's Club	Kitchen supplies	5140411 · Custodial supplies	342.48
Sam's Club	Printer ink	5140445 · Office Expense	152.82
Sam's Club	Coffee maker	5140446 · Housing expenses	99.00
Sam's Club	Medical supply	5140550 · Medical supplies & Materials	28.76
Select-Tech Inc	Fender repairs	5140443 · Vehicle Parts	327.67
Southern Commun	Radio repairs and maint	5140339 · Radio Maintenance & Repairs	146.82
Verizon Connect	Vehicle Tracking Subscription	5140336 · Equipment Maintenance & Repairs	432.50
Total 09 Ambulance Fund			<u>11,981.11</u>
Subtotal - General Fund Bills			
13 Solid Waste Fund			
Cintas First Aid & Safety	First aid supplies	5215594 · Crew Safety Equipment	191.36
City of Bardstown	Quarterly Agreed Order City/County Garbage	5215566 · Reimbursements	1,938.00
Galeton	Rain gear	5215594 · Crew Safety Equipment	115.16
Keystops	Fuel	5215429 · Fuel & Lubricants	8,207.02
Ky Trans Cabinet	Truck license renewals - FY 2019	5215551 · Licenses and Dues	130.00
Lasco	Truck 412, 416, 419	5215443 · Parts	485.01
Lasco	Vehicle repairs	5215548 · Deceased Animal Program	332.98
Lawson Products	Garage supplies	5215427 · Garage supplies	260.13
Salt River Electric	Garbage billing services	5215320 · Collection Contracts	10,679.40
Salt River Electric	1309 delinquent accts rebilled 3rdQ	5215320 · Collection Contracts	654.50
Springfield Laundry	Uniforms	5215481 · Employee uniforms	293.06
Taylor Battery Co	Truck 410	5215443 · Parts	327.18
Total 13 Solid Waste Fund			<u>23,613.80</u>
15 Landfill Fund			
American Tire	Tires	5210443 · Parts	5,508.69
Boone's Electric Motor	Aerator motor	5210581 · Leachate Maintenance	3,410.00
Cintas First Aid & Safety	First aid supplies	5210594 · Crew Safety Equipment	96.05
Duplicator Sales	Copier Fee	5210445 · Office Expense	62.03
Keystops	Fuel	5210429 · Fuel & Lubricants	9,425.94
Lasco	Trucks 409, 413; brake kits	5210443 · Parts	3,634.88
McCoy & McCoy	Monitoring	5210324 · Environmental Monitoring	361.50
Patrons Home Center	Drain spade	5210427 · Main supplies	17.99

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SpringCo Janitorial	Towels	5210411 - Custodial supplies	119.44
Springfield Laundry	Cleaning supplies	5210427 - Main supplies	119.92
Springfield Laundry	Uniforms	5210481 - Uniforms	284.88
Truck Parts & Service	Tire patching materials	5210443 - Parts	169.13
W W Grainger	Custodial and cleaning supplies	5210411 - Custodial supplies	93.15
Wayhne Supply	Compactors, Highlight	5210443 - Parts	1,555.52
Total 15 Landfill Fund			<u>24,859.12</u>

97 PIC

Willett's Lawn & Landscape Plaza, Greenspace mowing July 2018 5084329 - Bldg Main Contracts 300.00

Total 97 PIC 300.00

Subtotal - PIC Fund Bills

\$ 48,772.92

Total Bills

\$394,815.37

NELSON COUNTY FISCAL COURT
Paid Bills and Transfers for Court Approval
October 16, 2018

Fund/Vendor	Description	Account	Amount
General Fund			
Nelson County Jail	Transfers from General Fund -Sep 2018	4909 03 - Transfers to Jail	\$ 73,838.50
EMS Fund			
Mohawk Medical	Medicine and supplies	5140550 - Medical supplies & Materials	983.60
Less Discount			(9.83)
Landfill Fund			
Modern Supply	Welding supplies	5210427 - Main supplies	14.00
Less Discount			(0.07)
TOTAL PAID BILLS			<u>\$ 74,826.20</u>

Nelson County Fiscal Court
Additional Bills for Court Approval
October 16, 2018

Name	Memo	Account	Amount
01 General Fund			
Hall, Thomas	Legal services	5310332 - Public Defender Contract	\$ 250.00
JBK, Inc.	Roof	5080742 - Old Courthouse Renovation	39,188.83
Liberty Flag Co	5x8 US Flags (6)	5081411 - Justice Center Custodial Supply	525.81
Total 01 General Fund			<u>39,964.64</u>
02 Road Fund			
Asphalt Materials	Chip seal	6105447 - Dust control-chip seal oil	4,470.57
Total 02 Road Fund			<u>4,470.57</u>
03 Jail Fund			
Flowers Baking Co	Bread	5101425 - Food	517.68
Performance Food Service	Credit memo	5101425 - Food	(26.29)
Total 03 Jail Fund			<u>491.39</u>
09 Ambulance Fund			
Physio Control	Annual fee - LifeNet system	5140336 - Equipment Maint	417.84
Total 09 Ambulance Fund			<u>417.84</u>
13 Solid Waste Fund			
Lasco	Truck 412	5215443 - Parts	20.54
Total 13 Solid Waste Fund			<u>20.54</u>

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15 Landfill Fund	
Lasco Filters	5210443 - Parts 32.54
Ky Div Waste Mgmt Quarterly fee	5210314 - Environmental Remediation Fee 29,734.77
Quill Corporation Pens, white-out	5210445 - Office Expense 58.27
Total 15 Landfill Fund	29,825.58
Total Additional Bills	\$75,190.56

FARM AUCTION

Judge Watts held a public auction of farm leases for two parcels of County-owned property. Lease of the Keeling farm property went to Mark Reding (Homestead) at \$230; lease of the Mattingly property went to Lance Hurst at \$90 an acre; leases are for three-year terms.

COUNTY CLERK 2018 BUDGET AMENDMENT

County Clerk Elaine Filiatreau presented an amendment to the 2018 Nelson County Clerk budget. Budget amendment was approved on motion of Jeff Lear, second of Jerry Hahn, and by affirmative vote of all Court members:

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2018

Nelson County Clerk
AMENDED
Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1 2018 Fee Account Budget Estimate	Column 2 2018 Fee Account Cumulative Actual	Column 3 Account (NOT FEE ACCOUNT)	Column 4 Account (NOT FEE ACCOUNT)	Column 5 Account (NOT FEE ACCOUNT)
1. Receipts YTD	\$12,905,225.00				
2. Total Disbursements YTD	\$12,523,191.03				
3. Book Balance/Excess Fees	\$382,033.97				
4. Bank Statement Balance					
5. Plus Deposits in Transit					
6. Less Outstanding Checks					
7. Other					
8. Reconciled Bank Balance					
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

Instructions: This form is the required journal for the budget and the quarterly report. BUDGET: After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th, and following approval submit to the state local finance office. QUARTERLY REPORT: The quarterly report is cumulative. Show the status of all funds in the officials charge during calendar year to date in Part One. Line 1: Show total receipts on a cash basis for the year to date including any temporary balances for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Two of report. Line 2: Show total disbursements on a cash basis for the year to date for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Three of report. Line 3: Show difference between lines 1 and 2 for all accounts. Line 4: Show bank statement balance(s) at close of quarter. Line 5: Show total deposits made per to close of quarter that are not reflected in bank statement(s). Line 6: Show total amount of checks issued prior to close of quarter that are not reflected in bank statement(s). Line 7: Show investments. Line 8: Show line 4 adjusted for lines 5, 6, and 7. Line 8 should equal line 2 for all accounts. Line 9: Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 10: Complete for quarter ending 12/31. Show calculation in Part Three of report. Line 11: Complete for each quarter ending 12/31. Line 11 should equal line 8. All debt to be shown in Part Four. Report due for: State Local Finance Officer, 1024 Capital Center Drive, Suite 340, Transition, KY 40601-8204 by the 30th day following the close of each quarter. Fax # 502 575 3712 / Ph # 502 573-3710

Approved by the fiscal court on the 16 day of ECT, 2018.
 To the best of my knowledge the information reported herein for the budget/quarter is accurate and complete.
 County Judge Executive: Juan Watts Date: 10/16/18
 Signature of County Clerk: Elaine Filiatreau Date: 10 16 18

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Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settled Tot
Part Two (continued) Receipts								
1. Federal Grants/Reimbursements								
2. State Grants								
3. State Fees for Services	\$3,000.00							
4. Fiscal Court								
5. Revenue Supplement (< 20,000 pop)								
6. Licenses and Taxes								
7. Motor Vehicle								
8. Licenses and Transfers	\$1,863,750.00							
9. Usage Tax	\$5,000,000.00 (-)							
10. Tangible Personal Property Tax	\$4,567,500.00							
11. All Other Fees (fines, money, etc)	\$47,250.00							
12. % School Treasurer	\$9,325.00							
13. Licenses (new)								
14. Housing & Trust	\$58,800.00							
15. Marriage	\$13,125.00							
16. Handicap Placards (new item)	\$2,400.00							
17. Beer & Liquor								
18.								
19. FBI Fees	\$3,675.00							
20. Deed Transfer Tax	\$220,000.00 (+)							
21. Delinquent Taxes	\$350,000.00 (+)							
22. Fees Collected for Services								
23. Recordings								
24. Deeds, Easements, and Contracts	\$26,250.00							
25. Real Estate Mortgages	\$92,400.00							
26. Chattel Mortgages & Financing S	\$125,000.00 (-)							
27. Powers of Attorney	\$5,775.00							
28. All Other Recordings	\$53,550.00							
29. Charges for Other Services								
30. Copywork & Website Fees	\$36,750.00							
31. Tax Bills	\$13,750.00							
Part Three Disbursements								
Required Payments								
1. Payments to State (describe)								
2. Motor Vehicle								
3. Licenses & Transfers	\$1,350,000.00 (+)							
4. Usage Tax	\$4,850,000.00 (-)							
5. Tangible Personal Prop Tax	\$1,690,500.00							
6. Licenses (describe)								
7. Housing & Trust	\$58,800.00							
8. Marriage Licenses								
9. Handicap Placards (new item)	\$1,920.00							
10. Delinquent Tax	\$42,000.00							
11. Legal Process Tax	\$46,200.00							
12. Tax Bills	\$6,300.00							
13. Payments to Fiscal Court (describe)								
14. Tangible Personal Property Tax	\$540,500.00 (+)							
15. Delinquent Tax	\$50,400.00							
16. Deed Transfer Tax	\$209,000.00 (+)							
17. FBI Fees	\$3,675.00							
18. Beer & Liquor Licenses								

County Clerk's Budget and Report

Part Three (continued) Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settled Tot
19. Fiscal Court/Tax Bill Prep								
20.								
21. Payments to Other Districts (describe)								
22. Tangible Personal Property Tax	\$2,205,000.00							
23. Delinquent Tax	\$165,000.00 (-)							
24.								
25. Payments to Sheriff								
26. Delinquent Tax	\$31,500.00							
27. Payments to County Attorney	\$50,100.00 (+)							
28. Total Required Payments	\$1,300,895.00							
Official Expenses								
29. Personal Services								
30. County Clerk's Gross Salary	\$99,291.03 (-)							
31. County Clerk's Expense Allowance	\$3,600.00							
32. Deputies Gross Salaries	\$588,000.00							
33. 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	\$105,600.00							
40. Other Payroll Disbursements								
41. Training Fringe Benefit (HR 810)	\$4,305.00							
42. Contracted Services								
43. Rebinding/Reprofinning/Scanning	\$15,750.00							
44. Advertising	\$5,000.00							
45. Printing & Binding								
Part Three (continued) Disbursements								
46. Rental/Maint. Agreements	\$13,650.00							
47.								
48. Supplies & Materials (describe)								
49. Office Supplies	\$20,000.00 (-)							
50. Other Charges (describe)								
51. Refunds	\$320,000.00 (+)							
52. Conventions & Travel	\$5,000.00 (-)							
53. Dues & Miscellaneous	\$15,000.00 (-)							
54. Postage	\$15,000.00							
55. Repairs / Maintenance	\$5,000.00 (-)							
56. Insufficient Funds	\$2,100.00							
57. Debt Service (described notes and/or lease purchase)								
58. Principal on Note								
59. Interest								
60. Computer Lease								
61. Capital Outlay (described purchases on tangible items having an useful life)								
62. Office Equipment	\$5,000.00 (-)							
63. Vehicle								
64.								
65.								
66.								
67. Total Official Expenses	\$1,222,296.03							
for officers that fee pool, pay fees to county prior to December 31, 18								
68. Payments to County Treasurer								
69. Payments to State Treasurer								
70. Total Disbursements	\$12,523,491.03							

County Clerk's Budget and Report

Copy this figure shows on line 70 in the Budget Estimate column to be Sum down on line 70 in the Capital column use for 17-31 report only to pay

Fiscal Court Orders

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AMENDED LEASE AGREEMENT – AMPHITHEATER PROPERTY

The following agreement is approved on motion of Sam Hutchins, second of Bernard Ice, and by affirmative vote of all Court members:

**FIRST AMENDMENT TO
LEASE AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY DEPARTMENT OF PARKS
BY AND THROUGH THE FINANCE AND ADMINISTRATION CABINET
AND NELSON COUNTY, KENTUCKY
REGARDING THE J. DAN TALBOTT AMPHITHEATRE
AT MY OLD KENTUCKY HOME STATE PARK**

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into this ___ day of ___, 2018, by and between the COMMONWEALTH OF KENTUCKY, Department of Parks, by and through William M. Landrum III, Secretary, Finance and Administration Cabinet, (“Parks”), 2 Hudson Hollow, Frankfort, Kentucky 40601, and NELSON COUNTY, KENTUCKY, a county created by the Commonwealth of Kentucky, whose address is 1 Court Square, 2nd Floor, Bardstown, Kentucky, 40004, hereinafter referred to as the “Lessee” or “Nelson County.”

WITNESSETH

WHEREAS, Parks operates an installation known as My Old Kentucky Home State Park, in Nelson County, Kentucky; and

WHEREAS, Part of the installation is an amphitheatre complex known as the J. Dan Talbott Amphitheatre which had fallen into disrepair and was unsuitable for accommodating any theater performances and currently is unsafe and therefore closed to the public; and

WHEREAS, The Commonwealth Finance and Administration Cabinet, for the benefit of the Department of Parks, entered into a Lease with Nelson County, Kentucky, effective February 8, 2018 through which Nelson County is reconstructing, renovating, and restoring the Amphitheatre to a condition suitable for theater performances; and

WHEREAS, Pursuant to the Lease Nelson County will operate the Amphitheatre following reconstruction for a term not to exceed fifteen years; and

WHEREAS, Nelson County is raising money to fund the reconstruction of the Amphitheatre Complex, but anticipates that the money raised will be insufficient to reconstruct the Amphitheatre to the standards and traditions of the Kentucky Department of Parks as required by the Lease; and

WHEREAS, The Commonwealth, through the Department of Parks, desires to assist the reconstruction by providing funds to supplement the funds being raised by Nelson County, in order to enhance the Amphitheatre for the benefit and enjoyment of Kentuckians and all who travel to Nelson County and attend performances at the Amphitheatre; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, Parks and Nelson County hereby agree as follows:

TERMS AND CONDITIONS

Section 1. THE CONTRIBUTION

- A. Parks hereby agrees contribute to Amphitheatre reconstruction an amount up to \$125,000 in each of fiscal years 2018-2019 and 2019-2020 by payment to Nelson County (“the Contribution”) for the Amphitheatre reconstruction project.
- B. The Contribution amount shall be calculated as a two-for-one match, whereby Parks will contribute one dollar for every two dollars Nelson County spends directly on Amphitheatre reconstruction.
- C. Nelson County agrees to utilize the Contribution for Amphitheatre reconstruction and for no other purpose.

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Section 2. PAYMENT

- A. The Department of Parks shall make Contribution payments to Nelson County upon receipt of:
1. Evidence of the amount of funds raised for the Amphitheatre reconstruction project, and
 2. Detailed source invoices from contractors or suppliers for goods and/or services utilized in the Amphitheatre project.
 3. A statement of services performed and amounts paid to County employee(s) working directly on the Amphitheatre project, certified by the County official responsible for employee payroll.

Section 3. GENERAL TERMS

- A. This First Amendment to Lease Agreement shall become effective upon the signature of the Secretary of the Finance and Administration Cabinet and shall terminate sixty (60) days following the end of fiscal year 2020 or when the Contribution is exhausted, whichever occurs first.
- B. All provisions of the Lease Agreement remain in full force and effect.

IN TESTIMONY WHEREOF, the signatures subscribed below of the parties, acting by and through their duly authorized representatives pursuant to such resolutions and official actions as may be necessary to confer full authority upon those representatives, manifesting their assent to the terms and entry into this Agreement.

UNDERSTOOD AND APPROVED BY:

William M. Landrum, III, Secretary
Finance & Administration Cabinet

UNDERSTOOD AND APPROVED BY:

Dean Watts, County Judge Executive
Nelson County, Kentucky

UNDERSTOOD AND APPROVED BY:

Don Parkinson, Secretary
Tourism, Arts, and Heritage Cabinet

RECOMMENDED BY:

Donnic Holland, Commissioner
Kentucky Department of Parks

REVIEWED AND APPROVED AS TO FORM AND LEGALITY:

Patrick McGee, Legal Counsel
Finance and Administration Cabinet

REVIEWED AND APPROVED AS TO FORM AND LEGALITY:

Matthew Hite, County Attorney
Nelson County, Kentucky

REVIEWED AND APPROVED AS TO FORM AND LEGALITY:

Jean W. Bird, Deputy General Counsel
Tourism, Arts, and Heritage Cabinet

ORDINANCE - ISSUANCE OF INDUSTRIAL REVENUE BONDS (HEAVEN HILL DISTILLERIES, INC. PROJECT) - FIRST READING

County Judge-Executive Dean Watts presented in open Court for first reading the following proposed ordinance regarding authorization of the issuance of Industrial Building Revenue Bonds - Heaven Hill Distilleries, Inc.

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

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ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF NELSON, KENTUCKY, AUTHORIZING THE ISSUANCE OF UP TO \$29,000,000 PRINCIPAL AMOUNT OF INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2018 (HEAVEN HILL DISTILLERIES, INC., 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 HEAVEN HILL DISTILLERIES, INC. TO THE COUNTY OF NELSON, (ii) A LEASE AGREEMENT BETWEEN THE COUNTY AND HEAVEN HILL DISTILLERIES, INC., (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, Heaven Hill Distilleries, Inc., a Kentucky corporation ("Company"), proposes that the Issuer, pursuant to the Act, assist the Company in financing the acquisition, construction and installation of a production distribution center and tangible property therein to be located on Loréto Road, Nelson County, Kentucky, for the purpose of establishing industrial buildings for the storage and distribution of tangible property (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 May 17, 2016, 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

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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 \$29,000,000 principal amount of Nelson County Industrial Building Revenue Bonds, Series 2018 (Heaven Hill Distilleries, Inc. 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 Mortgage in favor of the purchaser of the Bonds. The Mortgage 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

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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 Mortgage, 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 Mortgage, 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 Mortgage, 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 Mortgage, 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 _____, 2018, and given second reading and adopted at a duly convened meeting of the Fiscal Court held on _____, 2018.

Dean Watts, County Judge/Executive

Date

Approved: _____

Elaine Filhiereau, Fiscal Court Clerk

_____, 2018
Date

Approved as to Form and Legality:

Nelson County Attorney

By: _____
Matthew Hite, County Attorney



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PILOT AGREEMENT

THIS PILOT AGREEMENT ("Agreement") is entered into and effective as of _____, 2018, by and between (i) HEAVEN HILL DISTILLERIES, INC., a Kentucky corporation (the "Company"), and (ii) COUNTY OF NELSON, KENTUCKY, a county and political subdivision of the Commonwealth of Kentucky (the "Issuer"). The Company and the Issuer are hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

A. Pursuant to resolution adopted on or about May 17, 2016 (the "Resolution"), the Fiscal Court of Nelson County, Kentucky authorized the issuance of Industrial Building Revenue Bonds in an amount up to TWENTY-NINE MILLION DOLLARS (\$29,000,000.00) for a term of thirty years (the "Bonds") to pay the costs of the acquisition, construction, equipping and installation of the Project, as hereinafter defined.

B. The Kentucky Economic Development Finance Authority (the "Authority") approved the issuance of the Bonds pursuant to KRS 103.210(1).

C. The Fiscal Court of the Issuer adopted an ordinance on _____, 2018 (the "Ordinance") to issue and sell the Bonds, and to use the proceeds of the Bonds to acquire and develop the Project.

D. As an inducement to the Issuer to issue the Bonds and to the Authority to approve the Bonds, the Company shall, during the "Term," as defined herein, make certain payments of city, local and county taxing authority ad valorem taxes and those imposed by the Commonwealth of Kentucky ("Commonwealth"), as provided herein.

AGREEMENT:

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 Building shall mean the industrial building located on the Real Property and site improvements and appurtenances.

1.2 Effective Date shall mean the date the Bonds are issued.

1.3 Equipment shall mean equipment and machinery for the Company's manufacturing and production processes located in or at the Building, including any improvements or additions thereto or replacements thereof.

1.4 Bonds shall mean the industrial revenue bonds, in a face amount up to \$29,000,000.00, for a term of thirty years, which the Issuer has agreed to issue at the request of the Company, to pay the costs of acquisition, construction, equipping and installation of the Project, as more particularly described in the Ordinance and corresponding transaction documents.

1.5 Payment Date shall mean December 31 of each year during the Term, beginning December 31, 2019.

1.6 PILOT ("Payment in Lieu of Tax") shall mean the payment, as more particularly described in Section 2, to be made by the Company in lieu of all school taxes due and payable, during the Term, relating to the Project.

1.7 Project shall mean the Real Property, Building and Equipment, collectively.

1.8 Real Property shall mean the real property located on Loretto Road, in Bardstown, Nelson County, Kentucky, as more particularly described on attached Exhibit A.

1.9 Term shall have the meaning described in, and be concurrent with, the term of the Bonds.

2. **PILOT.** As an inducement to the Issuer to issue, and the Authority to approve, the Bonds, the Company agrees to pay during the Term, on or before the Payment Date, an annual PILOT to the Bardstown Independent School District ("School District") in such annual amounts as are equal to all taxes which the School District could have levied in such year if the Project was not exempt from ad valorem taxes by virtue of Nelson County's ownership.

3. **CONTINGENT UPON BONDS.** Notwithstanding anything herein to the contrary, the

Fiscal Court Orders

Company is under no obligation to proceed with the Project or the Bonds. If the Company does not proceed with the Project, or if the Bond transaction is not consummated for any reason whatsoever, other than a default by the Issuer, or if the Bonds are terminated by the Company for any reason, then this Agreement shall be null and void.

4. **LEASEHOLD TAXES.** The Parties acknowledge that, upon issuance of the Bonds, the Company may be obligated to pay certain leasehold taxes on the Project pursuant to KRS 132.020. The Parties hereby agree that the amounts due under Section 2 shall be reduced by the amount of any such leasehold tax payment.

5. MISCELLANEOUS.

5.1 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the Parties related to its subject matter and supercedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention that has not been embodied in this Agreement has been made by any party.

5.2 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

5.3 **Amendment; Waiver.** This Agreement may be amended, modified or superseded only by a written instrument signed by all of the Parties to this Agreement. No party will be deemed to have waived compliance by another party of any provision of this Agreement unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given. The failure of any party to enforce at any time any of the provisions of this Agreement or to exercise any right or option contained in this Agreement or to require at any time performance of any of the provisions of this Agreement, by any of the other parties, will not be construed to be a future waiver of such provisions and will not affect the validity of this Agreement or any of its provisions or the right of such party thereafter to enforce each provision of this Agreement. No course of dealing will operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such party's rights, powers and remedies.

5.4 **Binding Effect.** All of the provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and assigns.

5.5 **Equipment.** The Parties hereby agree that the purchase, installation or use of improvements or additions to, or replacements of, the Equipment, will not cause Company to incur any property tax or otherwise increase the PILOT payments hereunder.

5.6 **Further Assurances.** Throughout the Term, each party will execute and deliver such additional documents or take such additional actions as may be requested by another party to this Agreement if such requested document or action is reasonably necessary to effect the transactions described in this Agreement, including all documents necessary or appropriate to effect the Bonds.

5.7 Construction and Interpretation of Agreement.

(a) Section titles or captions in this Agreement are included for purposes of convenience only and will not be considered a part of the agreement in construing or interpreting any of its provisions. All references in this Agreement to Sections will refer to sections of this Agreement unless the context clearly otherwise requires.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(c) Unless the context otherwise requires, when used in this Agreement, the singular will include the plural, the plural will include the singular, and all nouns, pronouns and any variations thereof will be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

(d) The Parties do not intend that this Agreement will confer on any third party any right, remedy or benefit, or that any third party will have any right to enforce any provision of this Agreement.

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5.8 Governing Law. This Agreement will be governed by, and will be construed and enforced in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to any conflict of law rule or principle of such state. Any dispute hereunder or any appeal from a decision hereunder shall be instituted exclusively in the courts of the Commonwealth of Kentucky located in Nelson County.

5.9 Limited Assignment; Binding Effect. Neither Party shall assign any of its rights or obligations under this Agreement without obtaining the prior written consent of the other Party, except that the Company may assign all of its rights and obligations under this Agreement without the prior consent of the Issuer in connection with the sale of the Project or in connection with a merger or other transfer by operation of law. Subject to the foregoing, all the provisions of this Agreement shall be binding upon, and shall inure to, the benefit of and be enforceable by the Parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

5.10 Severability of Provisions. If a court in any proceeding holds any provision of this Agreement or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the Parties' essential objectives as expressed in this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the Parties intend that the court add to this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, so as to effect the original intent of the parties to the greatest extent possible.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

HEAVEN HILL DISTILLERIES, INC.

By: _____
Name: _____
Title: _____

("Company")

COUNTY OF NELSON, KENTUCKY

By: _____
Name: Dean Watts
Title: County Judge/Executive

("Issuer")

After a first reading, motion was made by Jerry Hahn, 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

**ON-GOING

Brad Spalding reported on Road Department chip-seal work, on 60" culvert failure on Allen Rd and scheduled repair, on slide on Moss Brown Rd., on bushhogging, and on order of 250 tons of salt. Pictures of the Woodlawn Rd. culvert replacement project were shown to Court members--paving area will occur later.

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PERMAN CLARK RD. SPEED - On motion of Keith Metcalfe, second of Sam Hutchins, by affirmative vote of all Court members, IT IS HEREBY ORDERED to approve reduction of speed limit on Perman Clark Rd to 25 mph and to put up signs.

****LANDFILL/SOLID WASTE**

John Greenwell reported 1) that aerator motor has been received and will be up and running this week; 2) that archaeological review of landfill expansion area will be started in two weeks. Judge Watts noted roadside cleanup is on-going throughout the county thru Oct. 29.

****EMS**

Joe Prewitt presented his regular report, also telling Court members that application has been approved for replacement of another weather siren, this one to go to Fairfield, and that addition of the weather siren at the Nazareth complex is near completion:

10/08/2018 Monthly/EMS Run Totals
As of September, 2018

Areas	Monthly Completed Runs	Monthly Non Transport	Monthly Total Calls	Year-To-Date Calls	Monthly Charges	Year-To-Date Charges	Average Charge per Run
Bardstow Area	377	88	465	1411	\$ 408,856.72	\$ 1,257,579.07	\$ 891.27
Bloomfield Area	21	7	28	81	\$ 23,767.84	\$ 63,637.84	\$ 785.65
New Haven Area	23	7	30	95	\$ 25,814.36	\$ 79,281.42	\$ 834.54
Boston Area	9	7	16	45	\$ 10,013.08	\$ 28,249.89	\$ 627.78
Cox's Creek Area	17	2	19	68	\$ 15,672.88	\$ 50,357.30	\$ 740.55
TOTAL	447	123	570	1712	\$ 484,124.88	\$ 1,479,105.52	\$ 863.96
Average Per Day	14.9	4.1	19.0	18.6	\$ 16,137.49	\$ 16,077.23	
Collections (YTD)						\$ 519,725.00	
Collection Per Run						\$ 303.58	
Cost Per Run						\$ 433.20	
Difference						\$ (129.62)	
RETURNS TO STATION	12						
Previous Year 2017	Totals		607	1871	\$ 391,494.89	\$ 1,211,233.65	
Difference From Current Year			-37	-159	\$ 92,629.99	\$ 267,871.87	
Previous Year 2015	Totals		615	1730	\$ 377,458.40	\$ 1,080,006.00	
Difference From Current Year			-45	-18	\$ 106,666.48	\$ 399,099.52	
Previous Year 2015	Totals		557	1686	\$ 342,245.60	\$ 1,043,060.10	
Difference From Current Year			13	26	\$ 141,879.28	\$ 436,045.42	
Previous Year 2014	Totals		563	1643	\$ 309,477.10	\$ 934,775.60	
Difference From Current Year			7	69	\$ 174,647.78	\$ 544,330.02	
Previous Year 2013	Totals		512	1617	\$ 283,496.90	\$ 927,379.00	
Difference From Current Year			58	95	\$ 200,627.98	\$ 551,726.52	

"3 TREAT NO TRANSPORT"

****JAIL - Regular report presented by Jailer Dorcas Figg:
NELSON COUNTY JAIL**

Total	Hardin Co	HIP	State	W-End	OUT TO CT	In House
177	0	1	57	1	4	171
180	0	1	58	1	4	174
173	0	1	57	1	4	167
174	0	1	57	1	4	168
174	0	1	58	1	4	168
174	0	1	55	1	4	168
174	0	1	53	0	4	169
169	0	2	49	0	4	163
165	0	2	47	0	4	159
168	0	2	47	1	4	162
166	0	2	47	1	3	160
167	0	2	47	1	3	161
159	0	2	46	1	3	153
162	0	2	46	1	3	156

OCTOBER

Wed 3	
Thur 4	
Fri 5	
Sat 6	
Fri 7	
Mon 8	
Tue 9	
Wed 10	
Thur 11	
Fri 12	
Sat 13	
Sun 14	
Mon 15	
Tue 16	

SEPTEMBER 2018 DAILY AVERAGE

Mandays	Average	ARRIVALS	RELEASES	NEW ARREST AND RELEASES F/SEPTEMBER 2018	TOTAL
CI	893			MALE 209	275
CO	852			FEMALE 66	
NELSON	3090			MALE 186	261
TOTAL	4835			FEMALE 65	

Fiscal Court Orders

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REGULAR SESSION OF NELSON FISCAL COURT

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NELSON COUNTY JAIL

SENTENCED INMATES				
DISTRICT COURT	5	HIP	0	
WEEKENDS	0	CIRCUIT COURT SERVING WEEKS	0	
WAITING COURT	24	COMMUNITY SERVICE	0	
HIP	1	WORK RELEASE	3	
WORK RELEASE	0	CIRCUIT SENTENCE TO JAIL	0	
C/S	0	DRUG COURT	0	
STATE SENTENCED				
CI	29	CIRCUIT WAITING COURT	78	
CD	17	TOTAL OF 102 HAS NOT BEEN SENTENCED		

**RECREATION

Recreation Director updated Court members on soccer, basketball and football activities at the Recreation Park.

SPECIAL MEETING

There will be no meeting of Nelson Fiscal Court on Tuesday, Nov. 6. There will be a special meeting at 9:00 a.m. on Wednesday, Nov. 7.

NEEDLE/SYRINGE PROGRAM

Staff from Lincoln Trail District Health Department appeared before Nelson Fiscal Court with an update on the needle exchange program here in Nelson County.

On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the Court, IT IS HEREBY ORDERED to adjourn the Oct. 16 session of Nelson Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK