FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 284

COURT MET IN REGULAR SESSION, PRESENT COUNTY JUDGE-EXECUTIVE DEAN WATTS AND THE FOLLOWING NAMED MAGISTRATES: KEITH METCALFE, GARY COULTER, BERNARD ICE, JEFF LEAR AND ERIC SHELBURNE.

***

MINUTES APPROVED – November 19, 2019 regular session

On motion of Gary Coulter, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the minutes of the November 19, 2019 regular session of Nelson Fiscal Court.

***

BILLS AND TRANSFERS

On motion of Bernard Ice, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to authorize the County treasurer to pay the following bills, additional bills and to make the following transfers as presented on pages 291-295.

***

FISCAL COURT ORDERS

COUNTY EMPLOYEES RECOGNITION

County Judge Executive Dean Watts recognized County employees Keith Willett, Mark Young and Russell Fulkerson for the exceptional work performance and dedication given to the Feeding America food distribution program.

***

PUBLIC HEARING

Judge Watts opened a Public Hearing for a proposed closure of a small section of Simpson Creek Rd near Bloomfield. Judge Watts ask if anyone would be affected by this closure or if anyone had any comments for or against the closure of 360 feet of Simpson Creek Road. No comments were given. The Public Hearing session was closed. County Engineer Brad Spalding confirmed this small road closure will not cause any inconveniences to the Nelson County system. On motion of Eric Shelburne, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the 360 feet closure of Simpson Creek Road. See page 296.

***

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 286

TAX MORATORIUM REQUEST

On motion of Keith Metcalfe, second of Gary Coulter, by unanimous vote of the court, IT IS HEREBY ORDERED to approve a Tax Moratorium request made by the Finn Davis Rental LLC. See page 297.

***

LANDFILL/SOLID WASTE

Nelson County Engineer John Greenwell presented to the Court a quote from Whayne Supply for Undercarriage Equipment. On motion of Keith Metcalfe, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the quote from Whayne Supply. See page 298.

John Greenwell also presented to the Court a need to advertise for bids on new Garbage Trucks. On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve to advertise for bids for new Garbage Trucks. Mileages for each truck are attached. See page 299.

***

FISCAL COURT ORDERS

A contract with HDR was presented to the Court a proposal for design and geotechnical services related to the Landfill Sewer Force Main Project. On motion of Jeff Lear, second of Bernard Ice, by unanimous vote of the court, IT IS HEREBY ORDERED to approve a contract with HDR. See page 300-305.

A proposal from HMB Professional Engineers for a Habitat Assessment to determine the Environmental impacts of proposed development. On motion of Jeff Lear, second of Gary Coulter, by unanimous vote of the court, IT IS HEREBY ORDERED to approve a contract with HMB Professional Engineers costing $9,834.00. See page 306-311.

Judge Watts ask for a full inventory on Roll off Dumpsters to be presented in a future Fiscal Court meeting.

The Landfill will be closed for the Holidays on December 25 and January 1 2019. The two free passes to the Landfill will be in the December Utility Bill.

***

ROAD DEPARTMENT REPORT

The crews have been cleaning Culverts in all districts due to the heavy rain over the past few days. Ditch work has been performed on Lick Creek Lane and Bennett's Lane. Shoulder work has been complete on Hilton Lane, Browns Lane, and Holt Ridge and will return to work on Murray's Run Road. The crews are in the process of cleaning up from the high winds on some roads including Simpson Creek Road and Wilkerson Road. A tree has been cut down on Sullivan Lane. The crews are in the process of patching Pot Holes.

***

FISCAL COURT ORDERS

EMS

No report.

***

JAIL REPORT

Jailer, John Snellen presented to the court the regular Jail report as listed on pages 312-313.

***

RECREATION DEPARTMENT REPORT

Girls Basketball championship will be held this weekend. The Boys Basketball will begin. Basic Park operations

***

FISCAL COURT ORDERS

BARDSTOWN BOURBON COMPANY REQUESTS-DBA AS BARDSTOWN BOTTLING AND BARRELL COMPANIES

Judge Watts presented to the Court a Resolution and Memorandum of Agreement from the Bardstown Bourbon Company. Magistrate Gary Coulter recused himself from the Court due to conflict of interest. An attorney representing the Bardstown Bourbon Company spoke with the Court about the Industrial Revenue Bonds. Judge Watts ask the Court to approve the requested Resolution and authorization to sign documents. On motion of Keith Metcalfe, second of Bernard Ice, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Resolution and authorize County Judge Executive Dean Watts to sign documents. See pages 314-353.

***

OLD/NEW BUSINESS

The Sheriff's Budget will be presented at the next regular Fiscal Court Meeting.

Questions about Concealed Weapon Classes were answered by Sheriff Ramon Pineiroa.

Feeding America will be December 18, 2019 at the Nelson County Fairgrounds.

A Vaping presentation will be at 5:30 pm tonight at the first Christian Church.

An update was given on the Ford Explorers for the Sheriff's Department.

***

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 290

On motion of Bernard Ice, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to adjourn the December 3, 2019 regular session of Nelson Fiscal Court.

_____

DEAN WATTS, NELSON COUNTY JUDGE/EXECUTIVE

_____

JEANETTE HALL SIDEBOTTOM, NELSON COUNTY CLERK

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 291

Nelson County Fiscal Court
Bills for Court Approval
December 3, 2019

Name	Memo	Account	Amount
01 General Fund			
A Plus Fire & Safety	Fire extinguisher inspections, recharge	5105329 · Law Enforc Bldg Maint Contracts	$ 429.50
ADP	PR charges 110819	9100301 · Payroll Processing	541.04
All State Truck Sales	Wheel repairs	5115340 · Codes - Vehicle Maintenance	300.83
Aqua Treat	Corrosion inhibitor	5081334 · Justice Center Maint Supplies	110.00
B&B Fire Protection Inc	Reset system, install temp air compressor	5415334 · Civic Center Bldg Maint	194.00
Buzick	Dumpster pad	5086571 · Wickland Building Repairs	133.88
Chase Card Services	Postage, iCloud backup	5001445 · CJE Office Expense	300.99
Chase Card Services	Postage, software, payroll checks, toner	5040445 · Treasurer Office Supplies	608.83
Chase Card Services	Uhaul rental - move voting machines	5065427 · Elections Supplies	180.78
Chase Card Services	Postage	5115563 · Codes - Postage	247.95
Communicare, Inc.	IDT Evaluation	5301357 · Indigent Person Services	285.00
Conway Heaton	SO 29, 31	5105340 · Law Enforc Vehicle maintenance	978.05
Corvin's Furniture	Flooring - PZ office	5080571 · Old Courthouse Renewal & Repair	9,796.64
Coulter's Towing	2017 Ford Explorer	5105340 · Law Enforc Vehicle maintenance	120.00
Danville Office	Monthly copier agreement	5001445 · CJE Office Expense	96.66
Duplicator Sales	Monthly copier charges	5205445 · Animal Control Office supplies	23.32
Flaget Memorial Hospital	Suspect testing	5105547 · Law Enforc Suspect Testing	46.00
Galls	Misc officer uniforms	5105481 · Law Enforc Uniforms	1,381.25
Hillyard	Cleaning and custodial supplies	5105411 · Law Enforc Custodial Supplies	756.55
Joe Hill's	Leaf snow blower	5090475 · Maintenance - Tools	111.96
Kentucky One	Employee medical	9400547 · Employee Medical WC Claims	100.00
Ky EMA	Ky EMA membership	5135551 · EMA Dues	100.00
Lemieux, James	Reimburse travel expenses	5231577 · Health Dept Travel Expense	140.00
Leo Talbott & Sons	Furnace - replace gas valves	5082329 · SOB Maint Contracts	255.74
Leo Talbott & Sons	Boiler reset	5086329 · Wickland Maint Contracts	95.00
Leo Talbott & Sons	HVAC repair, replace control board	5305329 · Sr Citizen Bldg Maint Contracts	417.22
Leo Talbott & Sons	Ext office - cooling tower	5415329 · Civic Center Maint Contracts	95.00
Lowe's	Batteries - panic alarms	5081334 · Justice Center Maint Supplies	22.74
Lowe's	Door alarms	5085334 · Sutherland Bldg Maint	94.96
Lowe's	Landscaping fabric	5401334 · Recreation Bldg Grounds Maint	121.08
Pat's Appliance	2 cycle oil	5340427 · Comm Svc Supplies	15.00
S & P Cleaning Svc	Cleaning service 1119	5080329 · Old Courthouse Maint Contracts	1,220.00
S & P Cleaning Svc	Cleaning service 1119	5085329 · Sutherland Bldg Main Contracts	1,190.00
Thyssenkrupp	Quarterly elevator maint agreement	5081329 · Justice Center Maint Contracts	684.82
USI Insurance	Add on - EMS equipment	9100521 · County insurance	526.31
Total 01 General Fund			21,721.40
02 Road Fund			
Bardstown Auto Wrecker	2005 Silverado - transmission	6105443 · Parts	650.00
Brite Wholesale	LED light - mechanic area	6103334 · Building & Grounds Maintenance	176.93
Buzick	Twine	6105427 · Garage supplies	3.29
Buzick	Multi purpose saw blade	6105443 · Parts	192.99
Buzick	Illinois Way - drain repair	6105457 · Bridge & Culvert Materials	52.68
Buzick	Driver	6105475 · Tools	5.59
Buzick	Maywood - speed hump repairs	6105599 · Road miscellaneous	109.96
Chase Card Services	Poison oak preventer wipes	6105427 · Garage supplies	50.00
Chase Card Services	Hi-visibility jacket	6105481 · Uniforms	111.34
Chase Card Services	Flagger training- Klosterman, Draper	6105569 · Staff Training	140.00

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 292

Nelson County Fiscal Court
Bills for Court Approval
December 3, 2019

Name	Memo	Account	Amount
02 Road Fund (continued)			
Galeton	Gloves	6105594 · Crew Safety Equipment	218.08
Hydraulic Specialists	Boom mower	6105443 · Parts	485.20
Irving Materials Inc.	Fairfield Cemetery Loop	6105457 · Bridge & Culvert Materials	308.25
Lowe's	Jersey gloves	6105594 · Crew Safety Equipment	18.90
Mago Construction	Washington Ave	6105 311 02 · District 2 Paving	9,510.64
Mago Construction	Jefferson Ave	6105 311 02 · District 2 Paving	24,700.77
Mago Construction	Shumate Ln	6105 311 02 · District 2 Paving	41,815.97
Mago Construction	Mary Jo Blvd	6105 311 05 · District 5 Paving	52,693.09
Mago Construction	Willie Ballard Ln	6105 311 06 · CJE Paving Allowance	13,126.76
Mago Construction	Willie Ballard Ln	6105 730-01 · Flex Funds Projects	32,500.00
Mattingly, Lee	Standard specifications manual	6103445 · Office Supplies	77.06
Mattingly, Lee	Training expense, travel	6105577 · Staff Travel	128.24
Meade Tractor	JD 6615	6105443 · Parts	230.53
Total Truck Parts	Gradall tensioner	6105443 · Parts	140.98
UHL Truck Sales	Truck 308	6105713 · Road Equipment	556.33
Total 02 Road Fund			178,003.58
03 Jail Fund			
Bear Creek Fencing	Remotes for jail gate	5101334 · Building Maintenance	52.66
Chase Card Services	Camera, memory card	5101446 · Jail Supply and Provisions	122.97
Clems	Food	5101425 · Food	4,395.02
Danville Office	Pens, folders, flash drives, paper, supplies	5101445 · Office Supplies	427.98
Flowers Baking Co	Bread	5101425 · Food	526.59
ICS Jail Supplies	Hygiene supplies	5101453 · Prisoner Hygiene	392.00
IHS Pharmacy	Inmate medical	5101549 · Routine Medical	7,262.01
Lowe's	Light bulbs, drill bits	5101334 · Building Maintenance	52.21
Lowe's	Torch supplies, maint supply	5101406 · Tools and maint supplies	56.38
Maxima Supply	Inventory	5101428 · Canteen Inventory	1,264.20
Reiter Dairy	Milk	5101425 · Food	1,028.79
Thomson West	2020 Criminal law pamphlets	5101428 · Canteen Inventory	668.00
Total 03 Jail Fund			16,249.11
04 LGEA Fund			
Mago Construction	S Stillwell	6105405 · Hot and cold mix	854.87
Total 04 LGEA Fund			854.87
09 Ambulance Fund			
A Plus Fire & Safety	Fire extinguisher inspections, recharge	5140336 · Equipment Maintenance & Repairs	49.80
Bound Tree Medical	Medicines	5140550 · Medical supplies & Materials	175.99
Chase Card Services	Uniform jacket	5140481 · Staff Uniforms	111.94
Chase Card Services	License EMS vehicle	5140551 · Dues	100.00
Chase Card Services	Postage	5140563 · Postage	650.45
Chase Card Services	Training manuals	5140569 · Training	576.65
Eddie's Edge	Station 1 - plumbing repairs	5140334 · Building maintenance	275.00
LifeGas	Oxygen	5140550 · Medical supplies & Materials	38.27
Lowe's	Building maint supply	5140334 · Building maintenance	32.78
Lowe's	Maintenance supply	5140336 · Equipment Maintenance & Repairs	74.67
Lowe's	Radio repairs and supplies	5140339 · Radio Maintenance & Repairs	58.35
MPC Promotions	EMS promo supplies	5140599 · Miscellaneous	221.76

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 293

Nelson County Fiscal Court
Bills for Court Approval
December 3, 2019

Name	Memo	Account	Amount
09 Ambulance Fund (continued)			
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	491.77
Select-Tech Inc	Decals	5140443 · Vehicle Parts	43.72
Shred-It USA	File destruction service	5140445 · Office Expense	101.98
Spalding, Alysia	Boot allowance	5140481 · Staff Uniforms	100.00
Stericycle	Steri safe	5140550 · Medical supplies & Materials	100.04
Teleflex	Equipment maint and repair	5140326 · Equipment Maintenance & Repairs	303.40
Teleflex	Medical supplies	5140550 · Medical supplies & Materials	558.10
Total 09 Ambulance Fund			4,064.67
Total Bills - General Fund			**$220,893.63**
13 Solid Waste Fund			
Chase Card Services	Safety vests	5215315 · Roadside Cleanup	$ 21.80
Chase Card Services	Truck 406	5215443 · Parts	9.95
Chase Card Services	Vehicle maint	5215548 · Deceased Animal Program	27.90
Galeton	Gloves, cold weather gear	5215594 · Crew Safety Equipment	416.30
Hillyard	Trash bags	5215315 · Roadside Cleanup	2,515.79
Keeling, Ernie	Boot allowance	5215481 · Employee uniforms	100.00
KY Agriculture	Plant license-dead animal pickup	5215548 · Deceased Animal Program	100.00
Lasco	Trucks 411, 412	5215443 · Parts	2,024.23
Solid Waste Coord. of Ky	Membership dues	5215551 · Licenses and Dues	75.00
Total Truck Parts	Truck 412	5215443 · Parts	121.12
Total 13 Solid Waste Fund			5,412.09
15 Landfill Fund			
Boone's Electric Motor	Aerator motor for basin	5210581 · Leachate Maintenance	3,733.42
Chase Card Services	Software, wastebaskets, organizers	5210445 · Office Expense	136.02
Galeton	Gloves, cold weather gear	5210594 · Crew Safety Equipment	427.51
Kimberland, David	Office cleaning 1119	5210329 · Maintenance Contracts	525.00
Lasco	Truck 413	5210443 · Parts	1,820.46
Pace Analytical	Monitoring	5210324 · Environmental Monitoring	246.25
Quill Corporation	Pencils, safety glasses	5210445 · Office Expense	82.26
Total Truck Parts	De-icer	5210427 · Main supplies	66.00
Total 15 Landfill Fund			7,037.22
23 Occupational Tax Fund			
BNC Chamber of Commerce	Desk	5047445 · OLF Office supplies	100.00
Chase Card Services	Postage	5047445 · OLF Office supplies	300.00
Ky Home Electronics	Telephone cord	5047445 · OLF Office supplies	7.49
Shred-It USA	File destruction service	5047445 · OLF Office supplies	174.79
Total 23 Occupational Tax Fund			582.28
Total Bills - PIC Funds			**$ 13,031.59**
Total Bills			**$233,925.22**

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 294

Nelson County Fiscal Court
Additional Bills for Court Approval
December 3, 2019

Name	Memo	Account	Amount
01 General Fund			
Bardstown Housing Auth	Bethany Haven - Dec 2019	5315399 · Emergency Shelter for Children	$ 300.00
Central Ky Comm Action	Staffing for Voluntary Action	5301315 · Community Action Services	1,014.00
Cunditf, Leo	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Hall, Thomas	Legal services	5310332 · Public Defender Contract	1,400.00
Musterson's Painting	Plaster and drywall - PZ office	5080571 · Old Courthouse Renewal & Repair	3,400.00
Pat's Appliance	2 cycle oil	5340427 · Comm Svc Supplies	15.00
Ronnie's Custom Care	Monthly cleaning	5081329 · Justice Center Maint Contracts	4,120.00
Total 01 General Fund			10,349.00
03 Jail Fund			
Complete Primary Care	73 Inmate visits Nov 2019	5101549 · Routine Medical	2,920.00
Complete Primary Care	Medical Contract Nov 2019	5101549 · Routine Medical	2,000.00
Johnson Controls	Inspection - kitchen hood system	5101329 · Building Maint Contracts	245.00
Total 03 Jail Fund			5,165.00
09 Ambulance Fund			
Masters Supply Inc	Toilet tank - Station I	5140334 · Building maintenance	228.44
Total 09 Ambulance Fund			228.44
13 Solid Waste Fund			
Immanuel Baptist Ch	Murrays Run	5215315 · Roadside Cleanup	200.00
Total 13 Solid Waste Fund			200.00
15 Landfill Fund			
CRA Inc	Archaeology study - expansion	5210750 · Landfill Phase Construction	6,185.00
Modern Supply	Welding supply - rental fee	5210427 · Main supplies	10.80
Total 15 Landfill Fund			6,195.80
			$ 22,138.24

FISCAL COURT ORDERS

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REGULAR SESSION OF NELSON FISCAL COURT PAGE 295

NELSON COUNTY FISCAL COURT
FY 2020 Paid Bills/Upcoming Transfers for Court Approval
December 3, 2019

Fund/Vendor	Description	Account	Amount
Road Fund			
Kimball Midwest	Shop supplies	6105427 · Garage supplies	$ 358.33
Less Discount			(3.59)
EMS Fund			
Mohawk Medical	Medications	5140550 · Medical supplies & Materials	267.20
Less Discount			(2.67)
Occupational License Fund			
Road Fund	FY 20 Budgeted Appropriation	4909 02 · Transfers to Road	150,000.00
EMS Fund	FY 20 Budgeted Appropriation	4909 09 · Transfers to EMS	150,000.00
TOTAL PAID BILLS AND TRANSFERS			**$ 300,619.27**

FISCAL COURT ORDERS

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NELSON COUNTY - KENTUCKY

DEAN WATTS, County Judge Executive
P.O. BOx 578, One Court Square
BARDSTOWN, KENTUCKY 40004-0578
Phone: (502) 348-1800
Fax: (502) 348-1873

County Engineer
Bradley T. Spalding, P.E.
520 W. Stephen Foster Ave
Bardstown, Kentucky 40004
Phone: (502) 348-1881

Director of Solid Waste
John C. Greenwell, P.E., PLS
1025 Airport Road
Bardstown, Kentucky 40004
Phone: (502) 348-1876

November 25, 2019

Judge Dean Watts
Nelson Fiscal Court Members
One Court Square
Bardstown, Kentucky 40004

Re: Portion of Simpson Creek Road – Bloomfield, Kentucky

Dear Judge and Members:

At the Courts request and per KRS 178.070, two citizens (Alan Atcher and David Bishop) within Nelson County have looked at a request to close the 370 feet of Simpson Creek Road beginning at the end and extending southeast. After reviewing the location, it was determined sufficient distance should be provided on Simpson Creek Road for a turn-around and only 360 feet of roadway should be closed. In addition, a signed Nelson County School District Bus Turn Around shall be provided.

We agree that there is no inconvenience that would result from the discontinuance of this portion of Simpson Creek Road.

Sincerely,

Bradley T. Spalding

Bradley T. Spalding, P.E.
Nelson County Engineer

David Bishop

Nelson County Resident

Alan Atcher

Nelson County Resident

EDUCATION PAYS

Working For Progress In Unity With
Bardstown • Bloomfield • Fairfield • New Haven

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 297

NELSON COUNTY - KENTUCKY

APPLICATION FOR ASSESSMENT/REASSESSMENT MORATORIUM CERTIFICATE

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

OWNER INFORMATION

Name	Frank Davis Rental LLC	Phone	502-507-7715
Mailing Address	105 N. 1st		
City	Bardstown	State Ky.	Zip 40004

PROPERTY INFORMATION

Type	☐ Commercial ☐ Residential	Project Completion Date	
Location /Address	210 E. Stephen Foster Ave.	Age of Building	100+-

General Description of Property: 2 Bedroom, 1 Bath, 1500 Sq Ft

General Description of Proposed Use: Residential

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

Applicant's estimated Total Costs of rehabilitation or repair	$ 40,000.00	Applicant's estimate of fair cash value of property as of the date of this application	$ 185,000

AFFIDAVIT AND OATH

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

Darrell Hawkins
Signature of Applicant(s)

Date 11/27/19

OFFICIAL USE ONLY DO NOT WRITE BELOW THIS LINE

PROPERTY VALUATION ADMINISTRATOR

Property Valuation Administrator's Appraisal	$ 185,000
This Application is	☑ APPROVED ☐ DISAPPROVED

Barbara Fisherner
Signature of Property Valuation Administrator

Date 12/2/19

NELSON COUNTY FISCAL COURT

963K Highlift Undercarriage Replacement Quotes 11/25/2019

Company	Parts	Labor	Total Quote
Whayne Supply	$ 15,448.88	$ 3,016.00	$ 18,464.88
Brandeis	$ 12,699.14	$ 4,560.00	$ 17,259.14
			$ 1,205.74

Nelson County Solid Waste

	Garbage Truck Log			
	Truck	Year	Miles	Age
1	420	2018	26,042	1
2	419	2016	67,210	3
3	416	2013	411,971	6
4	412	2008	207,072	11
5	*414	2011	140,630	8
	411	2007	201,000	12
	410	2004	N/A	15
	406	1998	N/A	21

5 trucks go out every week

*International with many issues.

FISCAL COURT ORDERS

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HDR

November 11, 2019

Mr. John C. Greenwell, PE, PLS
Nelson County Landfill Engineer
1025 Airport Road
Bardstown, KY 40004

RE: Nelson County Landfill Sewer Force Main Project.

Dear Mr. Greenwell,

HDR appreciates the opportunity to provide Nelson County with this proposal for design and geotechnical services related to the Landfill Sewer Force Main Project. As discussed in our meeting, additional services such as bidding, easement services, and services during construction are also highlighted and can be provided upon request.

In general the scope of services provided by HDR shall include the following:

1. Project Management
2. Surveying
3. Geotechnical
4. Design (Including Electrical and Standard Permitting)

Additional services that are also available and are quoted upon, include the following:

5. Easement Exhibits and Descriptions
6. Bidding Services
7. Services During Construction

The fee has been established based in part by an estimated construction cost of **$1,505,400**. Please see the attached preliminary engineer's estimate of cost for a more detailed breakdown.

hdrinc.com

4645 Village Square Drive, Suite F, Paducah, KY 42001-7448
270-441-9891

FISCAL COURT ORDERS

1. **Project Management**

   HDR shall provide project management activities including planning, organizing and monitoring project team activities, attending meetings, budget management, on-site visits, and liaison with Nelson County and the City of Bardstown and other parties as requested.

   - Project Setup/Invoicing
   - Project Management Plan Development
   - Project Meetings
   - QA/QC

2. **Surveying**

   Field crews will provide a survey for the proposed corridor. Property information will be collected to supplement the GIS information that is readily available. The corridor survey will be the foundation for the design. This accurate survey of the project area will include, but not be limited to ground elevations, drainage ways, visible above ground features, and utilities. In addition, horizontal and vertical control points will be set to facilitate future layout and construction of the proposed improvements.

3. **Geotechnical**

   The Geotechnical scope of work will include the following:

   - Drilling & Lab Coordination/Preparation of Boring Logs
   - Engineering Assessment
     - Review of Existing Information
     - Develop Recommendations for Pump Station
     - Develop Recommendations for Force main
     - Geotechnical Report
   - Management and Quality Control

   It is estimated that two borings will be needed at the road crossing location west of Sympson Lake and one boring at the pump station site. In addition, rock soundings will done at approximately 1500' intervals along the project corridor.

FISCAL COURT ORDERS

4. **Design**

HDR will provide the following scope of work:

- Professional design services including normal sanitary, civil, mechanical and electrical engineering.
- Detailed plans and specifications to show the character and scope of the work to be performed by contractors on the project, instructions to bidders, general conditions, bid forms, and technical specifications. The plans will be reviewed with Nelson County and subsequently submitted to appropriate local, state and federal agencies for approval.
- Prepare a detailed opinion of construction cost based on final plans and specifications prior to advertising for construction bids. Other detailed opinion of construction cost estimates will be completed throughout the design phase of the project.
- Assist Nelson County in applying for necessary permits from the Kentucky Division of Water (KDOW) in relation to construction and floodplain. Coordinate with KDOW throughout the project.
- Assist Nelson County in applying for the necessary highway encroachment permits as required for this project.
- Provide plans and specifications for local, state and federal agencies for review and approval and "as bid" files. Provide Nelson County up to four (4) sets of plans and specifications for review.

It is not anticipated that other environmental permitting outside a standard Corps of Engineers Nationwide permit will be required. If during design, additional permits are warranted, HDR will provide a scope of services to perform permit applications.

Tasks 1-4 above represent our base proposal for services for this project. The following tasks are additional services and can be provided by request of Nelson County at this time or by amendment.

5. **Easement Exhibits and Descriptions**

   Since we are following an existing corridor, it is anticipated that a limited number of easements will be required for construction. If requested, HDR can prepare the appropriate easement descriptions and exhibits and draft the final easement documents. HDR is assuming Nelson County will negotiate the signing of the easements with the property owners.

6. **Bidding Services**

   HDR can assist Nelson County in advertising for bids, responding to bidders, pre-bid conference, bid opening, bid review, and award recommendation. In addition, HDR can prepare addenda as required for clarification of plans and specifications.

7. **Services During Construction**

   As discussed in our meetings, if HDR is to certify construction for the Kentucky Division of Water and other agencies, HDR would need to provide some services during construction. HDR can perform the following services for the construction period specified in the contract documents. It is estimated that construction will take approximately 8 months:

   - Provide consultation and advice on construction matters including periodic visits (8 anticipated) to the site by the construction coordinator and/or appropriate design engineers to observe the progress and quality of the executed work, and to determine if the work is preceding in general accordance with the contract documents. HDR will not be responsible for and will not have control or charge of the construction methods or procedures or the safety precautions and program incident thereto.

   - Furnish one set of reproducible record prints of the construction plans, based on prints marked by the contractor, to show those changes made during construction which the engineer considers significant.

   - Make final technical inspection of the project with Nelson County's representative.

Proposed Fee Schedule:

Basic Design Services – Tasks 1-4 - $112,000 (Lump Sum)

Additional Design Services

Task 5 – Easement Descriptions and Exhibits - $1500/parcel

Task 6 – Bidding Services - $12,400 (Lump Sum)

Task 7 – Services during Construction - $16,000 (Lump Sum) (Based on 8 Site Visits)

Expenses for mileage, printing and mailing are included in the fee proposal at expense cost only with no mark-ups.

This project fits well with our current obligations. Given timely notice to proceed, we can begin immediately.

We appreciate the opportunity to provide Nelson County with this proposal for engineering services. If you find this proposal acceptable, we will draft our standard agreement immediately. If you should have questions, please do not hesitate to call.

Sincerely,
HDR Engineering, Inc.

Kelly R. Meyer

Kelly R. Meyer, PE, PLS
Louisville Office Principal

Rich Smith

Rich Smith, PE
Project Manager

FISCAL COURT ORDERS

Preliminary Engineer's Opinion of Probable Construction Cost[1]

Nelson County Landfill Force main and Lift Station Replacement

Item	Quantity	Unit Price	Total Cost
Lift Station (450 GPM)	1 Lump Sum	$350,000	$350,000
8" Sanitary Force main	20,500 LF	$40/LF	$820,000
16" Steel Encasement (Bore & Jack)	100 LF	$250/LF	$25,000
Air Release Valve	5 Each	$3,200/EA	$16,000
Pigging Stations	3 Each	$10,000/EA	$30,000
8" PVC Waterline	1,600 LF	$40/LF	$64,000
Fire Hydrant	1 EA	$4,000/ EA	$4,000
		Total	$1,309,000
		Misc. Contingency (15%)	$196,350
		Construction Estimate	$1,505,350

Notes. [1] All Costs in 2019 dollars

FISCAL COURT ORDERS

Scope of Services for a Phase I Habitat Assessment for the Nelson Co. Solid Waste Disposal Facility Expansion Project Nelson County, Kentucky

The proposed project is the expansion of the Nelson County Landfill. A Phase I Habitat Assessment is required in order to determine the environmental impacts of the proposed development. HMB Professional Engineers, Inc. will perform the following:

U.S. Fish and Wildlife Service Listed Species

The Endangered Species Act provides conservation of species that are endangered or threatened and of the ecosystem of which they depend. In the area of the proposed project, the following species are considered threatened or endangered by the U. S. Fish and Wildlife Service (USFWS):

Myotis grisescens - Gray bat
Myotis sodalis - Indiana bat
Myotis septentrionalis - Northern long-eared bat
Trifolium stoloniferum – Running buffalo clover

Bat Habitat Determination

Due to the nature of the work (i.e. no blasting during construction), a Phase I Portal Assessment will not be performed on the project area or 1-mile radius around the project area. A smaller area coordinated with US Fish and Wildlife will be surveyed.

The project is located inside areas of major potential for karst. Therefore, HMB will note areas within the property that have the greatest potential for portals based on topographic and other available geologic mapping and will focus physical surveys on those areas. If evidence of bat habitat is discovered a portal data sheet will be filled out.

There was potential habitat observed on aerial mapping. These areas will be looked at for potential roosts for listed bat that will be impacted by the expansion. Potential habitat for *M. sodalis*, *M. septrentrionalis*, and *M. grisescens* will be delineated on aerial mapping for coordination with US Fish and Wildlife.

Plant Habitat Determination

One field survey will be conducted to determine habitat availability for the running buffalo clover (*Trifolium stoloniferum*). During this visit, a presence/absence survey for the listed species will *not* be performed since they survey will be performed outside of the plant's blooming season (May-June). HMB will document the locations of potential habitat for *Trifolium stoloniferum* in the project area.

Report Writing

Once field investigations have been completed, a Habitat Assessment document will be prepared for the species currently considered threatened or endangered by the USFWS listed as specified at the beginning of this Scope of Work. The report will document habitat identify within the project area and whether additional surveys are required to make a determination of effect for this listed species. HMB will submitted to Nelson Co. for coordination with USFWS. Comments provided by USFWS will be addressed and final copies will be printed and delivered.

Scheduling Milestones

Report Complete – 45 days following Notice to Proceed

Payment Milestones

Field Work Complete – Up to 50%
Final Submitted – 100%

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 308

ENGINEERING AND RELATED SERVICES FEE PROPOSAL
Fee Summary
HMB Professional Engineers, Inc.

DESCRIPTION: Nelson Co. Solid Waste Disposal Facility Expansion Project
LOCATION: Nelson Co., KY

WORK DESCRIPTION	NEGOTIATED PRODUCTION HOURS	PROPOSED PRODUCTION HOURS	AVERAGE RATES	COSTS
Habitat Assessment		61	$52.26	$3,188
TOTALS		61		$3,188

LISTS OF OTHER DIRECT COSTS (Refer to Backup Sheets)

Environmental	$220
Total Other Direct Costs	$220

SUBCONSULTANTS FEES

Sub-Consultant Total	$0

TOTAL DIRECT PAYROLL		$3,188
OVERHEAD	(161.94%)	$5,162
FCCM RATE	(0.345%)	$11.00
PROFIT	(15%)	$1,253
SUBCONSULTANTS FEE		$0
OTHER DIRECT COSTS		$220
TOTAL NEGOTIATED FEE		$9,834

HMB PROFESSIONAL ENGINEERS, INC.
FIRM

SIGNATURE

11/25/2019
DATE

Principal In Charge
TITLE

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 309

ENGINEERING AND RELATED SERVICES FEE PROPOSAL
Classifications and Percentages
HMB Professional Engineers, Inc.

DESCRIPTION: Nelson Co. Solid Waste Disposal Facility Expansion Project

LOCATION: Nelson Co., KY

	ENVIRONMENTAL					
	Audited Average Rates	Projected Average Rates Based on Schedule	Habitat Assessment			
POSITION	Avg Rate	**Avg Rate	Item 1	Item 2	Item 3	Item 4
Principal In Charge	$58.35	$59.88	0.00 0%	0.00 0%	0.00 0%	0.00 0%
Sr. Design Engineer	$51.45	$52.80	0.00 0%	0.00 0%	0.00 0%	0.00 0%
Sr. Environmental Scientist	$52.26	$53.63	52.26 100%	0.00 0%	0.00 0%	0.00 0%
Design Engineer	$38.57	$39.58	0.00 0%	0.00 0%	0.00 0%	0.00 0%
Environmental Scientist	$35.19	$36.11	0.00 0%	0.00 0%	0.00 0%	0.00 0%
AVERAGE RATES TOTAL PERCENTAGE			$52.26 100%	$0.00 0%	$0.00 0%	$0.00 0%

Enter Begin Date (NTP)	12/1/2019
Enter Project Completion Date	1/1/2020
Enter Pay Rate Date	5/27/2019
Enter Escalation Rate**	4.75
Midpoint of Project	12/16/2019
Years Occuring between Dates	0.56
Escalation Factor	1.02619

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 310

ENGINEERING AND RELATED SERVICES FEE PROPOSAL
Other Direct Costs
HMB Professional Engineers, Inc.

DESCRIPTION: Nelson Co. Solid Waste Disposal Facility Expansion Project
LOCATION: Nelson Co., KY

PROJECT FIELD CREW

LODGING:

FIELD DAYS	CREW SIZE	CREW DAYS	CREW NIGHTS	ROOMS	ROOM RATE	MEAL/RATE DAY	AMOUNT
0.00	0	0	0	0	$90.00		$0

MEALS:

0.00	0	0				$36.00	$0

TOTAL LODGING & MEALS $0

MILEAGE:

FIELD DAYS	CREW SIZE	CREW DAYS	CREW TRIPS	MILES/ TRIP	VICINITY MILES/DAY	RATE/ MILE *	AMOUNT
1.00	1	1	1	125		$0.54	$68
1.00	1	1	1		20	$0.54	$11

* *4 Wheeled Drive Vehicle*

TOTAL MILEAGE $78

TRAVEL TIME (Crew Size x Trips x Hrs/Trip x $52.26 Labor Rate x 1.3)

FIELD DAYS	CREW SIZE	CREW DAYS	CREW TRIPS	HRS/ TRIP	
1.00	1	1	1	2.5	$142

TOTAL TRAVEL TIME $142

OTHER

TOTAL OTHER $0

TOTAL ODC $220

FISCAL COURT ORDERS

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PRODUCTION HOUR WORKSHEETS

COUNTY:	Nelson		
		PROJECT TYPE:	Habitat Assessment
DESC.:	Nelson Co. Solid Waste Disposal Facility Expansion Project	CONSULTANT:	HMB
LOCATION:	Nelson County, KY	PREPARED BY:	T. McDaniel
		DATE:	11/25/2019

HABITAT ASSESSMENT

NO.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
1	Project Review	1	HRS	1	4	4
2	Field Survey	1	DAYS	1	9	9
3	Prepare Report	1	LS	1	35	35
4	Prepare Report Exibits	1	LS	2	2	4
5	USFWS Coordination	1	LS	1	5	5
6	Project Management	1	No.	1	4	4
GRAND TOTAL						61

FISCAL COURT ORDERS

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Population Reporting Form 12/3/2019

Main Jail

Secure Male		Secure Female	
Class D	7	Class D	3
Alt. Sentence	0	Alt. Sentence	0
Controlled Intake	7	Controlled Intake	3
Parole Violators	6	Parole Violators	1
Federal Inmates	0	Federal Inmates	0
County Inmates	63	County Inmates	22
Total	83	Total	29

Non Secure Male		Non Secure Female	
Class D	9	Class D	0
Class C	4	Class C	1
Alt. Sentence	3	Alt. Sentence	1
Total	16	Total	2

Restricted Custody Center (RCC)

Non Secure Male		Non Secure Female	
Class D		Class D	
Class C		Class C	
Alt. Sentence		Alt. Sentence	
Federal Inmates		Federal Inmates	
County Inmates		County Inmates	
Total	0	Total	0

Jail Restricted Custody (JRC)

Non Secure Male		Non Secure Female	
Class D		Class D	
Class C		Class C	
Alt. Sentence		Alt. Sentence	
Federal Inmates		Federal Inmates	
County Inmates		County Inmates	
Total	0	Total	0

Secure Is CI, PV, Level 2A, 3, 4, 5
Non Secure Is Level 1 or 2

Revised 07/27/2018(2)

Population Analysis By Classification And Sex
12/03/2019 to 12/03/2019

Classification Summary

	AS	CC-1	CC-2	CC-3	CC-4	CI	CONTEMPT COURT	CONTEMPT OUTSIDE	COURT ORDER	DRUG COURT	NON ARREST COURT	PROBATION VIOLATION	SENTENCE DO CERATION	SENTENCE DISTRICT	Grand Total
Date Total	4	5	5	4	8	2	10	39	40	1	1	7	1	1	130

Classification Specific Breakdown

Classification	Date Total	Female	Male	Total
AS	12/3/2019	1	3	4
CC-1	12/3/2019	1	4	5
CC-2	12/3/2019		5	5
CC-3	12/3/2019		4	4
CC-4	12/3/2019	3	5	8
CI	12/3/2019		2	2
CONTEMPT COURT	12/3/2019	3	7	10
CONTEMPT OUTSIDE DISTRICT	12/3/2019	10	29	39
COURT ORDER	12/3/2019	12	28	40
DRUG COURT	12/3/2019		1	1
NON ARREST COURT	12/3/2019		1	1
PROBATION VIOLATION	12/3/2019		1	1
SENTENCE DO CERATION	12/3/2019	1	6	7
SENTENCE DISTRICT	12/3/2019		1	1
SENTENCED TO CREDIT	12/3/2019		1	1
SENTENCED DISTRICT	12/3/2019		1	1
Grand Total		31	99	130

EXHIBIT A

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT executed as of this ____ day of _____, 2019, by and between the **COUNTY OF NELSON, KENTUCKY**, (the "Issuer"), a county and political subdivision of the Commonwealth of Kentucky, and **BARDSTOWN BOTTLING COMPANY, LLC**, a Kentucky limited liability company duly organized and existing under the laws of the State of Kentucky (the "Company").

Recitals

A. The Issuer is authorized by the Industrial Buildings for Cities and Counties Act (the "Act"), KRS 103.200 to 103.285, to issue revenue bonds and use the proceeds thereof to finance the costs of acquisition of industrial facilities for use in the industrial operation of a private business enterprise, in order to accomplish the public purposes of promoting the economic development of the Commonwealth of Kentucky (the "Commonwealth"), relieving conditions of unemployment, and encouraging the increase of industry in the Commonwealth.

B. The Company, as borrower, has applied to the Issuer for the issuance of industrial building revenue bonds (the "Bonds") of the Issuer, in order to finance (i) the construction of a bottling plant and other related manufacturing facilities, all in Nelson County, Kentucky, (ii) the reimbursement to the Company for costs already incurred and paid with respect to the project; and (iii) the payment of certain costs of issuance (the project and the payment of costs of issuance, collectively the "Project"); all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of Nelson County.

C. The Fiscal Court of the Issuer has found and determined that the Project will tend to accomplish the public purposes of the Act by promoting the economic development of the Commonwealth, relieving conditions of unemployment, and encouraging the increase of industry in the Commonwealth.

D. The Issuer proposes to issue the Bonds to finance the cost of the Project and desires to authorize the Company to proceed with the Project and to be reimbursed out of the proceeds of the Bonds for any costs of the Project incurred prior to the issuance of the Bonds.

E. The Issuer proposes to enter into at the appropriate time a lease agreement with the Company or its affiliate with respect to the Project, whereby the Company or its affiliate will covenant and agree to make rental payments sufficient to provide for payment of (i) principal of, (ii) premium, if any, and (iii) interest on the Bonds as the same become due and payable and (iv) any other costs of the Issuer incurred in connection with the issuance of the Bonds and the Project (the "Lease Agreement").

Section 1. **Representations and Undertakings of the Company.** The Company represents, undertakes, covenants, and agrees as follows:

A. The Company, including any subsidiaries thereof, intends to use the Project at all times during the 30-year term of the aforementioned Lease Agreement or the sooner termination of such Lease Agreement, for the purposes hereinbefore indicated.

B. The Company will cause contracts to be entered into for, or will otherwise provide for, the acquisition and construction of the Project.

C. Prior to or contemporaneously with the delivery of any Bonds, the Company will enter into the Lease Agreement with the Issuer under the terms of which the Company will obligate itself to: (i) undertake and complete the acquisition, construction, installation and equipping of the Project; and (ii) to pay to the Issuer amounts sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds, as and when the Bonds shall become due and payable, such Lease Agreement to contain such other provisions as shall be agreed upon by the Issuer and Company.

D. As a condition to the issuance of the Bonds, the Company shall enter into an agreement with the Issuer, pursuant to which the Company will agree to pay to the County and the Commonwealth the amounts equal to one-half of the ad valorem taxes on the stored barreled spirits pursuant to KRS 132.020(1)(n)(4) that would otherwise be due to the County, the Commonwealth, and other parties under such party's respective and applicable tangible personal property tax rate, as applied to such stored barreled spirits located in rickhouses (the "Spirits Tax") operated by Company's affiliate, Bardstown Barrel Company, LLC ("Barrel"), provided that, if the Spirits Tax is abolished, the Company will make certain payments in lieu of taxes ("PILOTs") to the Bardstown Independent School District (the "School District") in such annual amounts as are equal to the Spirits Tax which the School District could have levied on the barrels stored with Barrel, in each year during the Term, if the Spirits Tax had not been abolished.

E. In the event of, and beginning with the calendar year following, an Uncured Abandonment (as hereinafter defined), a PILOT shall be due thereafter in an amount equal to one-half of the ad valorem taxes that would apply to barrels stored with Barrel if the IRB did not exist, payable during the remaining Term of the IRB or until the IRB is otherwise terminated. An "Uncured Abandonment" shall be deemed to exist if at any time after the spirits warehouses operated by Barrel have been constructed, (i) the Company fails to store, at Barrel, at least the quantity of spirits that would comprise one full spirits warehouse (such quantity to be set according to the Company's plans), and (ii) the Issuer delivers to the Company written notice that storage has fallen below this capacity, and (iii) the Company fails to remedy such condition within six months thereof.

F. Notwithstanding anything in this Memorandum of Agreement to the contrary, in the event that Barrel does not make the payments required by Sections D and E as set forth in that certain Memorandum of Agreement, of even date herewith, between Barrel and County (the "Barrel MOA"), Company shall pay all of such amounts due and owed by Barrel to the County or the Commonwealth, as applicable, under the Barrel MOA.

G. From and after the date of this Memorandum of Agreement, throughout the existence of any of the Bonds, and at all times thereafter, the Company will indemnify, protect and hold harmless the Issuer, all members of the Fiscal Court of the Issuer, and all of the Issuer's officers, employees, and agents from any and all costs, claims, expenses and liability (including, without limitation, reasonable attorneys' fees related thereto) arising from or related to: (i) the issuance of the Bonds; (ii) the ownership or operation of the Project, and including the building and business located therein or related thereto; and (iii) any other action of Issuer arising from, or related to, this Memorandum of Agreement and the transaction contemplated herein.

GH. The Company will take such further action and adopt such further proceedings as may be requested to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Section 2. **Undertakings of the Issuer.** Subject to the fulfillment of the several conditions herein stated, the Issuer agrees as follows:

A. Based upon an estimate of the costs of the Project, the Issuer will authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the Act as then in force in an aggregate principal amount not to exceed NINETEEN MILLION EIGHT HUNDRED SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($19,875,000.00), and for a term of 30 years, such Bonds to be delivered by the Issuer to pay the costs of the Project, together with costs incident to the authorization and issuance of the Bonds, but with such contributions from the Company as may be necessary.

B. The Issuer will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for: (i) the authorization, issuance, and sale of the Bonds upon a negotiated basis; (ii) the acquisition, construction, installation and equipping of the Project; and (iii) the Lease Agreement relating to the Project and the Bonds, all as shall be authorized by law and upon terms which shall be mutually satisfactory to the Issuer and the Company.

C. The aggregate payments stipulated under the Lease Agreement shall be sufficient (in addition to the covenants of the Company to properly maintain and insure the Project) to pay the principal of, interest on and premium, if any, on all Bonds as and when the same become due and payable and to pay all other costs associated therewith.

D. The Issuer will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate.

Section 3. **General Provisions.**

A. All commitments of the Issuer and the Company pursuant to this Memorandum of Agreement are subject to the condition that on or before three years from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Company)

the Issuer and the Company shall have agreed to mutually acceptable terms and conditions with respect to the aforementioned Lease Agreement and all other documents required in connection with the Bonds and the Project.

B. This Memorandum of Agreement, and the Resolution approving it, constitute the present intent of the Issuer to issue the aforementioned Bonds at a later date.

C. **IT IS UNDERSTOOD AND AGREED THAT THE BONDS AND THE INTEREST THEREON, WHEN AND IF ISSUED, SHALL NEVER BE A GENERAL OBLIGATION OF THE ISSUER BUT A SPECIAL LIMITED OBLIGATION PAYABLE SOLELY IN THE AMOUNTS PAYABLE UNDER A LEASE AGREEMENT AND OTHER REVENUES OF THE PROJECT. NEITHER THE ISSUER, THE COMMONWEALTH OF KENTUCKY, NOR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH OF KENTUCKY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR INTEREST ON SUCH BONDS OR OTHER COSTS INCIDENT THERETO.**

D. It is further understood and agreed that no recourse under or upon any obligation, covenant, acceptance or agreement contained in this Memorandum of Agreement, the Resolution or the Bonds or any related documents, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain due and unpaid upon any Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of this Memorandum of Agreement and any related documents and the issuance of the Bonds.

(Signatures Appear on the Following Page)

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized on the day and year first above written.

FISCAL COURT OF NELSON COUNTY, KENTUCKY

_____
DEAN WATTS
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

BARDSTOWN BOTTLING COMPANY, LLC

By _____

Name: _____

Title: _____

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FISCAL COURT ORDERS

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Document 2 ID	interwovenSite //Docs/LEGALDOCS/20604273/3
Description	#20604273v3<LEGALDOCS> - BBC / Bottling / IRB MOU
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	4
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	11

EXHIBIT A

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT executed as of this ____ day of _____, 2019, by and between the COUNTY OF NELSON, KENTUCKY, (the "Issuer"), a county and political subdivision of the Commonwealth of Kentucky, and BARDSTOWN BARREL COMPANY, LLC, a Kentucky limited liability company duly organized and existing under the laws of the State of Kentucky (the "Company").

Recitals

A. The Issuer is authorized by the Industrial Buildings for Cities and Counties Act (the "Act"), KRS 103.200 to 103.285, to issue revenue bonds and use the proceeds thereof to finance the costs of acquisition of industrial facilities for use in the industrial operation of a private business enterprise, in order to accomplish the public purposes of promoting the economic development of the Commonwealth of Kentucky (the "Commonwealth"), relieving conditions of unemployment, and encouraging the increase of industry in the Commonwealth.

B. The Company, as borrower, has applied to the Issuer for the issuance of industrial building revenue bonds (the "Bonds") of the Issuer, in order to finance: (i) the construction of industrial buildings for the storage of distilled spirits products, all in Nelson County, Kentucky; (ii) the reimbursement to the Company for costs already incurred and paid with respect to the project, and (iii) the payment of certain costs of issuance (the project and the payment of costs of issuance, collectively the "Project"); all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of Nelson County.

C. The Fiscal Court of the Issuer has found and determined that the Project will tend to accomplish the public purposes of the Act by promoting the economic development of the Commonwealth, relieving conditions of unemployment, and encouraging the increase of industry in the Commonwealth.

D. The Issuer proposes to issue the Bonds to finance the cost of the Project and desires to authorize the Company to proceed with the Project and to be reimbursed out of the proceeds of the Bonds for any costs of the Project incurred prior to the issuance of the Bonds.

E. The Issuer proposes to enter into at the appropriate time a lease agreement with the Company or its affiliate with respect to the Project, whereby the Company or its affiliate will covenant and agree to make rental payments sufficient to provide for payment of (i) principal of, (ii) premium, if any, and (iii) interest on the Bonds as the same become due and payable and (iv) any other costs of the Issuer incurred in connection with the issuance of the Bonds and the Project (the "Lease Agreement").

Section 1. **Representations and Undertakings of the Company.** The Company represents, undertakes, covenants, and agrees as follows:

A. The Company, including any subsidiaries thereof, intends to use the Project at all times during the 30-year term of the aforementioned Lease Agreement or the sooner termination of such Lease Agreement, for the purposes hereinbefore indicated.

B. The Company will cause contracts to be entered into for, or will otherwise provide for, the acquisition and construction of the Project.

C. Prior to or contemporaneously with the delivery of any Bonds, the Company will enter into the Lease Agreement with the Issuer under the terms of which the Company will obligate itself to: (i) undertake and complete the acquisition, construction, installation and equipping of the Project; and (ii) to pay to the Issuer amounts sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds, as and when the Bonds shall become due and payable, such Lease Agreement to contain such other provisions as shall be agreed upon by the Issuer and Company.

D. As a condition to the issuance of the Bonds, the Company shall enter into an agreement with the Issuer, pursuant to which the Company will agree to pay to the County and the Commonwealth the amounts equal to one-half of the ad valorem taxes on the stored barreled spirits pursuant to KRS 132.020(1)(n)(4) that would otherwise be due to the County, the Commonwealth, and other parties under such party's respective and applicable tangible personal property tax rate, as applied to such stored barreled spirits located at the Project (the "Spirits Tax"), provided that, if the Spirits Tax is abolished, the Company will make certain payments in lieu of taxes ("PILOTs") to the Bardstown Independent School District (the "School District") in such annual amounts as are equal to the Spirits Tax which the School District could have levied on the barrels stored at the Project, in each year during the Term, if the Spirits Tax had not been abolished.

E. In the event of, and beginning with the calendar year following, an Uncured Abandonment (as hereinafter defined), a PILOT shall be due thereafter in an amount equal to one-half of the ad valorem taxes that would apply to the Project if the IRB did not exist, payable during the remaining Term of the IRB or until the IRB is otherwise terminated. An "Uncured Abandonment" shall be deemed to exist if at any time after the spirits warehouses included in the Project have been constructed, (i) the Company fails to store, in the entire Project, at least the quantity of spirits that would comprise one full spirits warehouse (such quantity to be set according to the Company's plans), and (ii) the Issuer delivers to the Company written notice that storage has fallen below this capacity, and (iii) the Company fails to remedy such condition within six months thereof.

F. Notwithstanding anything in this Memorandum of Agreement to the contrary, in the event that Bardstown Bottling Company, LLC ("Bottling") does not make the payments required by Sections D and E as set forth in that certain Memorandum of Agreement, of even date herewith, between Bottling and County (the "Bottling MOA"), Company shall pay

all of such amounts due and owed by Bottling to the County or the Commonwealth, as applicable, under the Bottling MOA.

(i). From and after the date of this Memorandum of Agreement, throughout the existence of any of the Bonds, and at all times thereafter, the Company will indemnify, protect and hold harmless the Issuer, all members of the Fiscal Court of the Issuer, and all of the Issuer's officers, employees, and agents from any and all costs, claims, expenses and liability (including, without limitation, reasonable attorneys' fees related thereto) arising from or related to: (i) the issuance of the Bonds; (ii) the ownership or operation of the Project, and including the building and business located therein or related thereto; and (iii) any other action of Issuer arising from, or related to, this Memorandum of Agreement and the transaction contemplated herein.

(j). The Company will take such further action and adopt such further proceedings as may be requested to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Section 2. **Undertakings of the Issuer.** Subject to the fulfillment of the several conditions herein stated, the Issuer agrees as follows:

A. Based upon an estimate of the costs of the Project, the Issuer will authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the Act as then in force in an aggregate principal amount not to exceed TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000), and for a term of 30 years, such Bonds to be delivered by the Issuer to pay the costs of the Project, together with costs incident to the authorization and issuance of the Bonds, but with such contributions from the Company as may be necessary.

B. The Issuer will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for: (i) the authorization, issuance, and sale of the Bonds upon a negotiated basis; (ii) the acquisition, construction, installation and equipping of the Project; and (iii) the Lease Agreement relating to the Project and the Bonds, all as shall be authorized by law and upon terms which shall be mutually satisfactory to the Issuer and the Company.

C. The aggregate payments stipulated under the Lease Agreement shall be sufficient (in addition to the covenants of the Company to properly maintain and insure the Project) to pay the principal of, interest on and premium, if any, on all Bonds as and when the same become due and payable and to pay all other costs associated therewith.

D. The Issuer will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate

Section 3. **General Provisions.**

A. All commitments of the Issuer and the Company pursuant to this Memorandum of Agreement are subject to the condition that on or before five years from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Company) the Issuer and the Company shall have agreed to mutually acceptable terms and conditions with respect to the aforementioned Lease Agreement and all other documents required in connection with the Bonds and the Project.

B. This Memorandum of Agreement, and the Resolution approving it, constitute the present intent of the Issuer to issue the aforementioned Bonds at a later date.

C. **IT IS UNDERSTOOD AND AGREED THAT THE BONDS AND THE INTEREST THEREON, WHEN AND IF ISSUED, SHALL NEVER BE A GENERAL OBLIGATION OF THE ISSUER BUT A SPECIAL LIMITED OBLIGATION PAYABLE SOLELY IN THE AMOUNTS PAYABLE UNDER A LEASE AGREEMENT AND OTHER REVENUES OF THE PROJECT. NEITHER THE ISSUER, THE COMMONWEALTH OF KENTUCKY, NOR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH OF KENTUCKY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR INTEREST ON SUCH BONDS OR OTHER COSTS INCIDENT THERETO.**

D. It is further understood and agreed that no recourse under or upon any obligation, covenant, acceptance or agreement contained in this Memorandum of Agreement, the Resolution or the Bonds or any related documents, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain due and unpaid upon any Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of this Memorandum of Agreement and any related documents and the issuance of the Bonds.

(Signatures Appear on the Following Page)

FISCAL COURT ORDERS

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized on the day and year first above written.

FISCAL COURT OF NELSON COUNTY, KENTUCKY

_____
DEAN WATTS
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

BARDSTOWN BARREL COMPANY, LLC

By _____

Name: _____

Title: _____

FISCAL COURT ORDERS

Document comparison by Workshare 9.5 on Tuesday, December 03, 2019 2:14:01 PM

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Statistics:	
	Count
Insertions	6
Deletions	4
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	10

EXHIBIT A

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT executed as of this ____ day of _____, 2019, by and between the COUNTY OF NELSON, KENTUCKY, (the "Issuer"), a county and political subdivision of the Commonwealth of Kentucky, and BARDSTOWN BARREL COMPANY, LLC, a Kentucky limited liability company duly organized and existing under the laws of the State of Kentucky (the "Company").

Recitals

A. The Issuer is authorized by the Industrial Buildings for Cities and Counties Act (the "Act"), KRS 103.200 to 103.285, to issue revenue bonds and use the proceeds thereof to finance the costs of acquisition of industrial facilities for use in the industrial operation of a private business enterprise, in order to accomplish the public purposes of promoting the economic development of the Commonwealth of Kentucky (the "Commonwealth"), relieving conditions of unemployment, and encouraging the increase of industry in the Commonwealth.

B. The Company, as borrower, has applied to the Issuer for the issuance of industrial building revenue bonds (the "Bonds") of the Issuer, in order to finance: (i) the construction of industrial buildings for the storage of distilled spirits products, all in Nelson County, Kentucky; (ii) the reimbursement to the Company for costs already incurred and paid with respect to the project; and (iii) the payment of certain costs of issuance (the project and the payment of costs of issuance, collectively the "Project"); all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of Nelson County.

C. The Fiscal Court of the Issuer has found and determined that the Project will tend to accomplish the public purposes of the Act by promoting the economic development of the Commonwealth, relieving conditions of unemployment, and encouraging the increase of industry in the Commonwealth.

D. The Issuer proposes to issue the Bonds to finance the cost of the Project and desires to authorize the Company to proceed with the Project and to be reimbursed out of the proceeds of the Bonds for any costs of the Project incurred prior to the issuance of the Bonds.

E. The Issuer proposes to enter into at the appropriate time a lease agreement with the Company or its affiliate with respect to the Project, whereby the Company or its affiliate will covenant and agree to make rental payments sufficient to provide for payment of (i) principal of, (ii) premium, if any, and (iii) interest on the Bonds as the same become due and payable and (iv) any other costs of the Issuer incurred in connection with the issuance of the Bonds and the Project (the "Lease Agreement").

Section 1. **Representations and Undertakings of the Company.** The Company represents, undertakes, covenants, and agrees as follows:

A. The Company, including any subsidiaries thereof, intends to use the Project at all times during the 30-year term of the aforementioned Lease Agreement or the sooner termination of such Lease Agreement, for the purposes hereinbefore indicated.

B. The Company will cause contracts to be entered into for, or will otherwise provide for, the acquisition and construction of the Project.

C. Prior to or contemporaneously with the delivery of any Bonds, the Company will enter into the Lease Agreement with the Issuer under the terms of which the Company will obligate itself to: (i) undertake and complete the acquisition, construction, installation and equipping of the Project; and (ii) to pay to the Issuer amounts sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds, as and when the Bonds shall become due and payable, such Lease Agreement to contain such other provisions as shall be agreed upon by the Issuer and Company.

D. As a condition to the issuance of the Bonds, the Company shall enter into an agreement with the Issuer, pursuant to which the Company will agree to pay to the County and the Commonwealth the amounts equal to one-half of the ad valorem taxes on the stored barreled spirits pursuant to KRS 132.020(1)(n)(4) that would otherwise be due to the County, the Commonwealth, and other parties under such party's respective and applicable tangible personal property tax rate, as applied to such stored barreled spirits located at the Project (the "Spirits Tax"), provided that, if the Spirits Tax is abolished, the Company will make certain payments in lieu of taxes ("PILOTs") to the Bardstown Independent School District (the "School District") in such annual amounts as are equal to the Spirits Tax which the School District could have levied on the barrels stored at the Project, in each year during the Term, if the Spirits Tax had not been abolished.

E. In the event of, and beginning with the calendar year following, an Uncured Abandonment (as hereinafter defined), a PILOT shall be due thereafter in an amount equal to one-half of the ad valorem taxes that would apply to the Project if the IRB did not exist, payable during the remaining Term of the IRB or until the IRB is otherwise terminated. An "Uncured Abandonment" shall be deemed to exist if at any time after the spirits warehouses included in the Project have been constructed, (i) the Company fails to store, in the entire Project, at least the quantity of spirits that would comprise one full spirits warehouse (such quantity to be set according to the Company's plans), and (ii) the Issuer delivers to the Company written notice that storage has fallen below this capacity, and (iii) the Company fails to remedy such condition within six months thereof.

F. Notwithstanding anything in this Memorandum of Agreement to the contrary, in the event that Bardstown Bottling Company, LLC ("Bottling") does not make the payments required by Sections D and E as set forth in that certain Memorandum of Agreement, of even date herewith, between Bottling and County (the "Bottling MOA"), Company shall pay

all of such amounts due and owed by Bottling to the County or the Commonwealth, as applicable, under the Bottling MOA.

G. From and after the date of this Memorandum of Agreement, throughout the existence of any of the Bonds, and at all times thereafter, the Company will indemnify, protect and hold harmless the Issuer, all members of the Fiscal Court of the Issuer, and all of the Issuer's officers, employees, and agents from any and all costs, claims, expenses and liability (including, without limitation, reasonable attorneys' fees related thereto) arising from or related to: (i) the issuance of the Bonds; (ii) the ownership or operation of the Project, and including the building and business located therein or related thereto; and (iii) any other action of Issuer arising from, or related to, this Memorandum of Agreement and the transaction contemplated herein.

H. The Company will take such further action and adopt such further proceedings as may be requested to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Section 2. **Undertakings of the Issuer.** Subject to the fulfillment of the several conditions herein stated, the Issuer agrees as follows:

A. Based upon an estimate of the costs of the Project, the Issuer will authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the Act as then in force in an aggregate principal amount not to exceed TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000), and for a term of 30 years, such Bonds to be delivered by the Issuer to pay the costs of the Project, together with costs incident to the authorization and issuance of the Bonds, but with such contributions from the Company as may be necessary.

B. The Issuer will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for: (i) the authorization, issuance, and sale of the Bonds upon a negotiated basis; (ii) the acquisition, construction, installation and equipping of the Project; and (iii) the Lease Agreement relating to the Project and the Bonds, all as shall be authorized by law and upon terms which shall be mutually satisfactory to the Issuer and the Company.

C. The aggregate payments stipulated under the Lease Agreement shall be sufficient (in addition to the covenants of the Company to properly maintain and insure the Project) to pay the principal of, interest on and premium, if any, on all Bonds as and when the same become due and payable and to pay all other costs associated therewith.

D. The Issuer will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate.

Section 3. **General Provisions.**

A. All commitments of the Issuer and the Company pursuant to this Memorandum of Agreement are subject to the condition that on or before five years from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Company) the Issuer and the Company shall have agreed to mutually acceptable terms and conditions with respect to the aforementioned Lease Agreement and all other documents required in connection with the Bonds and the Project.

B. This Memorandum of Agreement, and the Resolution approving it, constitute the present intent of the Issuer to issue the aforementioned Bonds at a later date.

C. **IT IS UNDERSTOOD AND AGREED THAT THE BONDS AND THE INTEREST THEREON, WHEN AND IF ISSUED, SHALL NEVER BE A GENERAL OBLIGATION OF THE ISSUER BUT A SPECIAL LIMITED OBLIGATION PAYABLE SOLELY IN THE AMOUNTS PAYABLE UNDER A LEASE AGREEMENT AND OTHER REVENUES OF THE PROJECT. NEITHER THE ISSUER, THE COMMONWEALTH OF KENTUCKY, NOR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH OF KENTUCKY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR INTEREST ON SUCH BONDS OR OTHER COSTS INCIDENT THERETO.**

D. It is further understood and agreed that no recourse under or upon any obligation, covenant, acceptance or agreement contained in this Memorandum of Agreement, the Resolution or the Bonds or any related documents, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain due and unpaid upon any Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of this Memorandum of Agreement and any related documents and the issuance of the Bonds.

(Signatures Appear on the Following Page)

FISCAL COURT ORDERS

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized on the day and year first above written.

FISCAL COURT OF NELSON COUNTY, KENTUCKY

_____
DEAN WATTS
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

BARDSTOWN BARREL COMPANY, LLC

By _____

Name: _____

Title: _____

4

EXHIBIT A

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT executed as of this ____ day of _____, 2019, by and between the COUNTY OF NELSON, KENTUCKY, (the "Issuer"), a county and political subdivision of the Commonwealth of Kentucky, and BARDSTOWN BOTTLING COMPANY, LLC, a Kentucky limited liability company duly organized and existing under the laws of the State of Kentucky (the "Company").

Recitals

A. The Issuer is authorized by the Industrial Buildings for Cities and Counties Act (the "Act"), KRS 103.200 to 103.285, to issue revenue bonds and use the proceeds thereof to finance the costs of acquisition of industrial facilities for use in the industrial operation of a private business enterprise, in order to accomplish the public purposes of promoting the economic development of the Commonwealth of Kentucky (the "Commonwealth"), relieving conditions of unemployment, and encouraging the increase of industry in the Commonwealth.

B. The Company, as borrower, has applied to the Issuer for the issuance of industrial building revenue bonds (the "Bonds") of the Issuer, in order to finance: (i) the construction of a bottling plant and other related manufacturing facilities, all in Nelson County, Kentucky; (ii) the reimbursement to the Company for costs already incurred and paid with respect to the project; and (iii) the payment of certain costs of issuance (the project and the payment of costs of issuance, collectively the "Project"); all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of Nelson County.

C. The Fiscal Court of the Issuer has found and determined that the Project will tend to accomplish the public purposes of the Act by promoting the economic development of the Commonwealth, relieving conditions of unemployment, and encouraging the increase of industry in the Commonwealth.

D. The Issuer proposes to issue the Bonds to finance the cost of the Project and desires to authorize the Company to proceed with the Project and to be reimbursed out of the proceeds of the Bonds for any costs of the Project incurred prior to the issuance of the Bonds.

E. The Issuer proposes to enter into at the appropriate time a lease agreement with the Company or its affiliate with respect to the Project, whereby the Company or its affiliate will covenant and agree to make rental payments sufficient to provide for payment of (i) principal of, (ii) premium, if any, and (iii) interest on the Bonds as the same become due and payable and (iv) any other costs of the Issuer incurred in connection with the issuance of the Bonds and the Project (the "Lease Agreement").

Section 1. **Representations and Undertakings of the Company.** The Company represents, undertakes, covenants, and agrees as follows:

A. The Company, including any subsidiaries thereof, intends to use the Project at all times during the 30-year term of the aforementioned Lease Agreement or the sooner termination of such Lease Agreement, for the purposes hereinbefore indicated.

B. The Company will cause contracts to be entered into for, or will otherwise provide for, the acquisition and construction of the Project.

C. Prior to or contemporaneously with the delivery of any Bonds, the Company will enter into the Lease Agreement with the Issuer under the terms of which the Company will obligate itself to: (i) undertake and complete the acquisition, construction, installation and equipping of the Project; and (ii) to pay to the Issuer amounts sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds, as and when the Bonds shall become due and payable, such Lease Agreement to contain such other provisions as shall be agreed upon by the Issuer and Company.

D. As a condition to the issuance of the Bonds, the Company shall enter into an agreement with the Issuer, pursuant to which the Company will agree to pay to the County and the Commonwealth the amounts equal to one-half of the ad valorem taxes on the stored barreled spirits pursuant to KRS 132.020(1)(n)(4) that would otherwise be due to the County, the Commonwealth, and other parties under such party's respective and applicable tangible personal property tax rate, as applied to such stored barreled spirits located in rickhouses (the "Spirits Tax") operated by Company's affiliate, Bardstown Barrel Company, LLC ("Barrel"), provided that, if the Spirits Tax is abolished, the Company will make certain payments in lieu of taxes ("PILOTs") to the Bardstown Independent School District (the "School District") in such annual amounts as are equal to the Spirits Tax which the School District could have levied on the barrels stored with Barrel, in each year during the Term, if the Spirits Tax had not been abolished.

E. In the event of, and beginning with the calendar year following, an Uncured Abandonment (as hereinafter defined), a PILOT shall be due thereafter in an amount equal to one-half of the ad valorem taxes that would apply to barrels stored with Barrel if the IRB did not exist, payable during the remaining Term of the IRB or until the IRB is otherwise terminated. An "Uncured Abandonment" shall be deemed to exist if at any time after the spirits warehouses operated by Barrel have been constructed, (i) the Company fails to store, at Barrel, at least the quantity of spirits that would comprise one full spirits warehouse (such quantity to be set according to the Company's plans), and (ii) the Issuer delivers to the Company written notice that storage has fallen below this capacity, and (iii) the Company fails to remedy such condition within six months thereof.

F. Notwithstanding anything in this Memorandum of Agreement to the contrary, in the event that Barrel does not make the payments required by Sections D and E as set forth in that certain Memorandum of Agreement, of even date herewith, between Barrel and County (the "Barrel MOA"), Company shall pay all of such amounts due and owed by Barrel to the County or the Commonwealth, as applicable, under the Barrel MOA.

G. From and after the date of this Memorandum of Agreement, throughout the existence of any of the Bonds, and at all times thereafter, the Company will indemnify, protect and hold harmless the Issuer, all members of the Fiscal Court of the Issuer, and all of the Issuer's officers, employees, and agents from any and all costs, claims, expenses and liability (including, without limitation, reasonable attorneys' fees related thereto) arising from or related to: (i) the issuance of the Bonds; (ii) the ownership or operation of the Project, and including the building and business located therein or related thereto; and (iii) any other action of Issuer arising from, or related to, this Memorandum of Agreement and the transaction contemplated herein.

H. The Company will take such further action and adopt such further proceedings as may be requested to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Section 2. **Undertakings of the Issuer.** Subject to the fulfillment of the several conditions herein stated, the Issuer agrees as follows:

A. Based upon an estimate of the costs of the Project, the Issuer will authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the Act as then in force in an aggregate principal amount not to exceed NINETEEN MILLION EIGHT HUNDRED SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($19,875,000.00), and for a term of 30 years, such Bonds to be delivered by the Issuer to pay the costs of the Project, together with costs incident to the authorization and issuance of the Bonds, but with such contributions from the Company as may be necessary.

B. The Issuer will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for: (i) the authorization, issuance, and sale of the Bonds upon a negotiated basis; (ii) the acquisition, construction, installation and equipping of the Project; and (iii) the Lease Agreement relating to the Project and the Bonds, all as shall be authorized by law and upon terms which shall be mutually satisfactory to the Issuer and the Company.

C. The aggregate payments stipulated under the Lease Agreement shall be sufficient (in addition to the covenants of the Company to properly maintain and insure the Project) to pay the principal of, interest on and premium, if any, on all Bonds as and when the same become due and payable and to pay all other costs associated therewith.

D. The Issuer will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate.

Section 3. **General Provisions.**

A. All commitments of the Issuer and the Company pursuant to this Memorandum of Agreement are subject to the condition that on or before three years from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Company)

the Issuer and the Company shall have agreed to mutually acceptable terms and conditions with respect to the aforementioned Lease Agreement and all other documents required in connection with the Bonds and the Project.

B. This Memorandum of Agreement, and the Resolution approving it, constitute the present intent of the Issuer to issue the aforementioned Bonds at a later date.

C. **IT IS UNDERSTOOD AND AGREED THAT THE BONDS AND THE INTEREST THEREON, WHEN AND IF ISSUED, SHALL NEVER BE A GENERAL OBLIGATION OF THE ISSUER BUT A SPECIAL LIMITED OBLIGATION PAYABLE SOLELY IN THE AMOUNTS PAYABLE UNDER A LEASE AGREEMENT AND OTHER REVENUES OF THE PROJECT. NEITHER THE ISSUER, THE COMMONWEALTH OF KENTUCKY, NOR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH OF KENTUCKY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR INTEREST ON SUCH BONDS OR OTHER COSTS INCIDENT THERETO.**

D. It is further understood and agreed that no recourse under or upon any obligation, covenant, acceptance or agreement contained in this Memorandum of Agreement, the Resolution or the Bonds or any related documents, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain due and unpaid upon any Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of this Memorandum of Agreement and any related documents and the issuance of the Bonds.

(*Signatures Appear on the Following Page*)

FISCAL COURT ORDERS

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized on the day and year first above written.

FISCAL COURT OF NELSON COUNTY, KENTUCKY

_____
DEAN WATTS
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

BARDSTOWN BOTTLING COMPANY, LLC

By _____

Name:_____

Title:_____

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FISCAL COURT ORDERS

RESOLUTION

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

WHEREAS, Bardstown Barrel Company, LLC (the "Company"), is a Kentucky limited liability company duly organized and in good standing under the laws of the Commonwealth of Kentucky (the "Commonwealth"); and

WHEREAS, the Company proposes to undertake an industrial building project, within the meaning of the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285 of the Kentucky Revised Statutes (the "Act"), consisting of: (i) the acquisition of real estate, construction, equipping and installation of warehouses and barrels therein for establishing industrial buildings for the storage of distilled spirits, to be located at 1500 Parkway Drive, Bardstown, Nelson County, Kentucky; (ii) the reimbursement to the Company for costs already incurred and paid with respect to the construction of the project; and (iii) the payment of certain costs of issuance (the Project and the payment of costs of issuance, collectively the "Project"); all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the County; and

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

WHEREAS, based upon an estimate of the costs of the Project, the Issuer proposes to issue the Bonds in an amount not to exceed TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000), such Bonds to be delivered by the Issuer to pay the costs of the Project, together with costs incident to the authorization and issuance of the Bonds, but with such contributions from the Company as may be necessary; and

FISCAL COURT ORDERS

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

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

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

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

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

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

SECTION III. The Issuer hereby undertakes to issue the Bonds in a principal amount not to exceed TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000) to finance or reimburse the Company for the certain costs relating to the Project, for a term of 30 years. The issuance of the Bonds shall be conditioned upon the negotiation of acceptable terms with the purchase of the Bonds and the execution of an acceptable Lease Agreement between the Issuer and the Company.

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

SECTION V. The County Judge/Executive of Nelson County ("Judge") is hereby authorized and directed to execute, and the Fiscal Court Clerk of the Issuer is hereby authorized

and directed to attest, a Memorandum of Agreement between the Issuer and the Company setting forth their preliminary agreements respecting the Bonds and the financing of the Project in the form attached hereto as Exhibit A.

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

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

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

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

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

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

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

FISCAL COURT ORDERS

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

(*Signatures Appear on the Following Page*)

FISCAL COURT ORDERS

INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED MEETING OF THE FISCAL COURT OF NELSON COUNTY, KENTUCKY, held on the ___ day of _____, 2019, on the same occasion signed in open session by the Judge as evidence of his approval, attested under seal by the Fiscal Court Clerk, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

_____
DEAN WATTS
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

FISCAL COURT ORDERS

CERTIFICATE OF THE CLERK

I, the undersigned, do hereby certify that I am the duly qualified and acting Nelson County Clerk, that the foregoing Resolution is a true copy of said Resolution duly adopted by the Fiscal Court of Nelson County, signed by the County Judge/Executive, and attested under seal by me as Nelson County Clerk, at a properly convened meeting held on the _____ day of _____, 2019, as shown by the official records in my custody and under my control; that attached hereto are true copies of the documents approved therein, and that copies of such documents have also been duly filed and recorded in the official records of said Fiscal Court.

IN WITNESS WHEREOF, I have hereunder set my hand as Nelson County Clerk this ____ day of _____, 2019.

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

(SEAL)

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FISCAL COURT ORDERS

RESOLUTION

A RESOLUTION OF THE FISCAL COURT OF NELSON COUNTY (THE "COUNTY") AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND BARDSTOWN BOTTLING COMPANY, LLC, RELATING TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF A BOTTLING PLANT, AND OTHER RELATED FACILITIES THEREIN TO BE LOCATED IN THE COUNTY; AGREEING TO UNDERTAKE THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS AT THE APPROPRIATE TIME TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING SAID FACILITIES; AND TAKING OTHER PRELIMINARY ACTION.

WHEREAS, Bardstown Bottling Company, LLC (the "Company"), is a Kentucky limited liability company duly organized and in good standing under the laws of the Commonwealth of Kentucky (the "Commonwealth"); and

WHEREAS, the Company proposes to undertake an industrial building project, within the meaning of the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285 of the Kentucky Revised Statutes (the "Act"), consisting of: (i) the acquisition of real estate, construction, equipping and installation of a bottling center and all other related facilities to be located at 1500 Parkway Drive, Bardstown, Nelson County, Kentucky; (ii) the reimbursement to the Company for costs already incurred and paid with respect to the construction of the project; and (iii) the payment of certain costs of issuance (the Project and the payment of costs of issuance, collectively the "Project"); all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the County; and

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

WHEREAS, based upon an estimate of the costs of the Project, the Issuer proposes to issue the Bonds in an amount not to exceed NINETEEN MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($19,875,000.00), such Bonds to be delivered by the Issuer to pay the costs of the Project, together with costs incident to the authorization and issuance of the Bonds, but with such contributions from the Company as may be necessary; and

WHEREAS, the Issuer proposes to enter into at the appropriate time a lease agreement with the Company (the "Lease Agreement") with respect to the Project, whereby the Company

will covenant and agree to make rental payments sufficient to provide for payment of principal of, premium, if any, and interest on the Bonds as the same become due and payable and any other costs of the Issuer incurred in connection with the issuance of the Bonds and the Project; the liability of the Company under this instrument or any other instrument related to the issuance of the Bonds shall be limited to its interest in the Project to be financed thereby and no other party shall have the right to obtain payment from the Company or from any assets of the Company other than such Project; and

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

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

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

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

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

SECTION III. The Issuer hereby undertakes to issue the Bonds in a principal amount not to exceed NINETEEN MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($19,875,000.00) to finance or reimburse the Company for the certain costs relating to the Project, for a term of 30 years. The issuance of the Bonds shall be conditioned upon the negotiation of acceptable terms with the purchase of the Bonds and the execution of an acceptable Lease Agreement between the Issuer and the Company.

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

SECTION V. The County Judge/Executive of Nelson County ("Judge") is hereby authorized and directed to execute, and the Fiscal Court Clerk of the Issuer is hereby authorized and directed to attest, a Memorandum of Agreement between the Issuer and the Company setting

forth their preliminary agreements respecting the Bonds and the financing of the Project in the form attached hereto as Exhibit A.

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

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

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

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

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

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

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

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

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 345

(Signatures Appear on the Following Page)

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 346

INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED MEETING OF THE FISCAL COURT OF NELSON COUNTY, KENTUCKY, held on the ___ day of _____, 2019, on the same occasion signed in open session by the Judge as evidence of his approval, attested under seal by the Fiscal Court Clerk, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

_____
DEAN WATTS
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

20602450.2

FISCAL COURT ORDERS

CERTIFICATE OF THE CLERK

I, the undersigned, do hereby certify that I am the duly qualified and acting Nelson County Clerk, that the foregoing Resolution is a true copy of said Resolution duly adopted by the Fiscal Court of Nelson County, signed by the County Judge/Executive, and attested under seal by me as Nelson County Clerk, at a properly convened meeting held on the _____ day of _____, 2019, as shown by the official records in my custody and under my control; that attached hereto are true copies of the documents approved therein, and that copies of such documents have also been duly filed and recorded in the official records of said Fiscal Court.

IN WITNESS WHEREOF. I have hereunder set my hand as Nelson County Clerk this ____ day of _____, 2019.

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

(SEAL)

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FISCAL COURT ORDERS

RESOLUTION

A RESOLUTION OF THE FISCAL COURT OF NELSON COUNTY (THE "COUNTY") AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND BARDSTOWN BOTTLING COMPANY, LLC, RELATING TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF A BOTTLING PLANT, AND OTHER RELATED FACILITIES THEREIN TO BE LOCATED IN THE COUNTY; AGREEING TO UNDERTAKE THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS AT THE APPROPRIATE TIME TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING SAID FACILITIES; AND TAKING OTHER PRELIMINARY ACTION.

WHEREAS, Bardstown Bottling Company, LLC (the "Company"), is a Kentucky limited liability company duly organized and in good standing under the laws of the Commonwealth of Kentucky (the "Commonwealth"); and

WHEREAS, the Company proposes to undertake an industrial building project, within the meaning of the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285 of the Kentucky Revised Statutes (the "Act"), consisting of: (i) the acquisition of real estate, construction, equipping and installation of a bottling center and all other related facilities to be located at 1500 Parkway Drive, Bardstown, Nelson County, Kentucky; (ii) the reimbursement to the Company for costs already incurred and paid with respect to the construction of the project; and (iii) the payment of certain costs of issuance (the Project and the payment of costs of issuance, collectively the "Project"); all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the County; and

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

WHEREAS, based upon an estimate of the costs of the Project, the Issuer proposes to issue the Bonds in an amount not to exceed NINETEEN MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($19,875,000.00), such Bonds to be delivered by the Issuer to pay the costs of the Project, together with costs incident to the authorization and issuance of the Bonds, but with such contributions from the Company as may be necessary; and

WHEREAS, the Issuer proposes to enter into at the appropriate time a lease agreement with the Company (the "Lease Agreement") with respect to the Project, whereby the Company

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 349

will covenant and agree to make rental payments sufficient to provide for payment of principal of, premium, if any, and interest on the Bonds as the same become due and payable and any other costs of the Issuer incurred in connection with the issuance of the Bonds and the Project; the liability of the Company under this instrument or any other instrument related to the issuance of the Bonds shall be limited to its interest in the Project to be financed thereby and no other party shall have the right to obtain payment from the Company or from any assets of the Company other than such Project; and

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

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

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

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

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

SECTION III. The Issuer hereby undertakes to issue the Bonds in a principal amount not to exceed NINETEEN MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($19,875,000.00) to finance or reimburse the Company for the certain costs relating to the Project, for a term of 30 years. The issuance of the Bonds shall be conditioned upon the negotiation of acceptable terms with the purchase of the Bonds and the execution of an acceptable Lease Agreement between the Issuer and the Company.

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

SECTION V. The County Judge/Executive of Nelson County ("Judge") is hereby authorized and directed to execute, and the Fiscal Court Clerk of the Issuer is hereby authorized and directed to attest, a Memorandum of Agreement between the Issuer and the Company setting

forth their preliminary agreements respecting the Bonds and the financing of the Project in the form attached hereto as Exhibit A.

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

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

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

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

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

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

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

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

FISCAL COURT ORDERS

December 3, 2019 BOOK 41

REGULAR SESSION OF NELSON FISCAL COURT PAGE 351

(Signatures Appear on the Following Page)

20602450.2

FISCAL COURT ORDERS

INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED MEETING OF THE FISCAL COURT OF NELSON COUNTY, KENTUCKY, held on the ___ day of _____, 2019, on the same occasion signed in open session by the Judge as evidence of his approval, attested under seal by the Fiscal Court Clerk, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

_____
DEAN WATTS
COUNTY JUDGE/EXECUTIVE

(SEAL)

ATTEST:

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

FISCAL COURT ORDERS

CERTIFICATE OF THE CLERK

I, the undersigned, do hereby certify that I am the duly qualified and acting Nelson County Clerk, that the foregoing Resolution is a true copy of said Resolution duly adopted by the Fiscal Court of Nelson County, signed by the County Judge/Executive, and attested under seal by me as Nelson County Clerk, at a properly convened meeting held on the _____ day of _____, 2019, as shown by the official records in my custody and under my control; that attached hereto are true copies of the documents approved therein, and that copies of such documents have also been duly filed and recorded in the official records of said Fiscal Court.

IN WITNESS WHEREOF, I have hereunder set my hand as Nelson County Clerk this ____ day of _____, 2019.

_____
JEANETTE HALL SIDEBOTTOM
COUNTY CLERK

(SEAL)

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