

FISCAL COURT ORDERS

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COURT MET IN A SPECIAL SESSION MEETING BY ZOOM VIDEO TO DISCUSS WHATS ON THE SPECIAL AGENDA ONLY. PRESENT COUNTY JUDGE- EXECUTIVE DEAN WATTS AND THE FOLLOWING NAMED MAGISTRATES: KEITH METCALFE, GARY COULTER, BERNARD ICE, JEFF LEAR AND ERIC SHELBURNE.

PUBLIC HEARING ON TAX RATE FOR 2020

No one joined the meeting and no written comments from the public. Judge Watts closed the Public hearing. See advertisement on page 165.

The Court entered into discussion the first reading of 2020 Tax Rate Ordinance. On motion of Gary Coulter, second of Bernard Ice, by unanimous vote of the court, IT IS HEREBY ORDERED to approve on first reading and advertise for a second reading of the Tax Rate Ordinance.

NOTICE: SPECIAL MEETING SEPTEMBER 30, 2020 AT 9:00 AM

Judge Watts gave notice to the Court of a Special Meeting to be held on September 30, 2020 for Approval and Adoption of the 2020 Tax Rate Ordinance.

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SECOND READING ON THE AMENDMENT TO THE PERSONNEL POLICY

On motion of Keith Metcalfe, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and adopt the second reading on the Amendment to the Personnel Policy. See page 166-167.

2020 FLEX FUNDS AGREEMENT AND RESOLUTION

On motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the court, IT IS HEREBY ORDERED to approve The 2020 Flex Funds Agreement and Resolution and authorize the County Judge to sign. AGREEMENT-See pages 168-181. RESOLUTION-See pages 182-183.

On motion of Eric Shelburne, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to adjourn the September 21, 2020 special session zoom Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE/EXECUTIVE

JEANETTE HALL SIDEBOTTOM, NELSON COUNTY CLERK

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PUBLIC NOTICE
2020 PROPOSED TAX RATE
PUBLIC HEARING

The Nelson County Fiscal Court will hold a public hearing on September 21, 2020 at 8:00am via Zoom Virtual Conference, for the purpose of obtaining comments from the public regarding the proposed tax rate. To access the public hearing, please call (929-205-6089) or (301-715-8582) and enter the meeting ID (829 2978 7119) with the password (625242) or use the Zoom app with the same meeting ID and password.

The tax rate levied last year was 14.2 cents per hundred and produced revenue in the amount of \$4,257,584. This year's compensating rate is 13.4 cents per hundred and will produce revenue in the amount of \$4,368,238. The Nelson County Fiscal Court proposes a tax rate of 13.9 cents per hundred which will produce a total of \$4,520,858 in revenue.

Revenue expected from New Property is \$60,916; revenue expected from Motor Vehicle is \$1,372,120; revenue expected from Watercraft is \$838,047; and revenue expected from Watercraft is \$17,509.

Revenue received in excess of last year's revenue will be used for General Fund operations, including personnel, administrative, and capital expenditures noted in the FY 2020-2021 budget.

The Kentucky General Assembly requires that the Nelson County Fiscal Court publish this notice with the above information contained herein.

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3. Vacation leave may not be taken by employees serving an initial introductory period; employees on promotional introductory period may take accrued vacation leave.
4. Vacation leave should be requested two (2) weeks in advance. Vacation leave may be disapproved if the employee's services are required at the requested time.
5. An employee may accrue vacation leave up to 240 hours. All vacation leave accrued over 240 hours will be credited to sick leave.
6. If you resign or are dismissed from County government, you will be paid for all accumulated vacation leave up to the legal maximum hours (240) that you are permitted to carryover from year to year and/or unused bank time, provided that you give Nelson County at least 14 calendar days written notice of your final work day. If you do not give 14 days notice, the County can refuse to pay you for any vacation time that you have accumulated.
7. When a former employee is reinstated, the person shall be considered a new employee for vacation leave purposes.
8. Employees absent because of sickness, injury or disability may use accrued vacation leave instead of accrued sick leave.
9. Compensation in cash for vacation and/or sick leave in lieu of time off may be given up to 40-hours every six (6) months but you shall not go below a 40 hour balance.
10. The Personnel Clerk shall ensure that accurate records are kept for vacation leave allowance, vacation leave taken, and the current accrued leave for each employee. Vacation leave must be taken in increments of not less than one (1) hour, with the exception of EMS department, which shall be four (4) hour increments.

Sick Leave

Sick leave is provided so that an employee will not be seriously handicapped financially if he/she is unable to work because of illness. Sick leave abuse may be cause for personnel action, up to and including dismissal.

All employees occupying regular full-time positions shall be entitled to sick leave on the following schedule and said schedule shall be retroactive for all employees who were hired on or after September 1, 2018:

Time of Continuous Service	Earned Sick
90 days	12 hours
6 months	12 hours
9 months	12 hours
1 year	12 hours

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or dismissed. Abuse of sick leave shall be cause for disciplinary action, up to and including dismissal.

6. Absences on account of sickness, injury or disability in excess of that authorization for such purposes may, at the request of the employee, and with the approval of the department head, be charged to vacation leave credit.

7. The number of sick hours that employees may accrue shall be unlimited. Upon termination of employment with the County, unused sick leave shall be paid.

8. Upon retirement or termination employees must ~~shall be allowed to~~ apply up to six (6) months (equivalent to 1008 hours) unused sick leave towards retirement, consistent with regulations governing such use by the County Employees Retirement System.

9. Compensation in cash for sick and/or vacation leave in lieu of time off may be given up to 40-hours every six (6) months but you shall not go below a 40 hour balance.

FAMILY AND MEDICAL LEAVE ACT OF 1993

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

EMPLOYEE COVERAGE

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

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

LEAVE ENTITLEMENT

Nelson County will grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12 month period, beginning from the date an employee's first FMLA leave begins, for reasons set forth in the above referenced publication.

SUBSTITUTION OF PAID LEAVE

It is the policy of Nelson County that employees will be required to substitute accumulated paid leave for FMLA leave. Respectively, the employee shall utilize sick leave and accumulated leave in place of unpaid leave. To the extent the employee does not have 12 weeks of accumulated leave, the remainder shall be unpaid leave.

The County expressly reserves the right to deny the previous job to "key employees" in instances where such restoration would result in substantial and grievous economic injury to the

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Sidebottom, Jeanette (Nelson County Clerk)

From: Dean Watts <njudge@bardstown.com>
Sent: Friday, September 18, 2020 7:04 AM
To: 'Keith Metcalfe'; coulter@bardstown.com; bernardice@bardstown.com; 'Jeff Lear'; eshelburne72@gmail.com
Cc: 'Brad Spalding'; Sidebottom, Jeanette (Nelson County Clerk); 'Matthew Hirt'
Subject: FW: Nelson County - FY21 Flex - Various Rds - \$128,952
Attachments: NELSON CO FLEX FY21 - AGR & RES - \$128,952.pdf

CAUTION PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCarp@ncjg.com for any assistance.

I am adding this to our Monday Special Meeting. This is the contract for the Flex funds we approved in early spring. Jeanette, Please print the resolution and fill in the necessary information so I can get this back in the mail Monday afternoon. Thanks, Dean

From: KYTC Rural and Municipal Aid [mailto:RuralandMunicipalAid@ky.gov]
Sent: Thursday, September 17, 2020 2:20 PM
To: NELSON (njudge@bardstown.com)
Cc: KYTC Rural and Municipal Aid; Caudill, Craig A (KYTC); Lewis, Bobbi J (KYTC); Morgan, Kenny M (KYTC)
Subject: Nelson County - FY21 Flex - Various Rds - \$128,952

Good Afternoon Judge,

Attached you will find the Proposed Agreement and Resolution utilizing Rural Secondary Program Funds. Please be sure to read the document in its entirety. Please have the fiscal court pass the Resolution before you sign the Agreement. Then, please email a scanned copy of the signed Agreement and a copy of the Resolution to RuralandMunicipalAid@ky.gov. A copy of the final fully executed Agreement will be sent to you. Any amount over \$128,952 will be the responsibility of the county.

REMINDER Do NOT start any work until you receive the fully executed agreement back from our office (see page 2, paragraph 7).

Please respond back to RuralandMunicipalAid@ky.gov verifying that you received this. If you have any questions, please do not hesitate to contact us.

Shelby Peel

Executive Staff Advisor | RS Project Manager
Office of Rural & Secondary Roads
Department of Rural and Municipal Aid
KY Transportation Cabinet
200 Merco Street
6th Floor East
Frankfort, KY 40601

Desk: 502-782-4732
Office: 502-564-2060, option 2

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AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF RURAL AND MUNICIPAL AID
AND
NELSON COUNTY

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, hereinafter referred to as the "Department" and the NELSON COUNTY Fiscal Court, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to perform bituminous resurfacing with hot mix asphalt on various county roads (see authorized locations attachment), which shall hereinafter be referred to as the "Project"; and

WHEREAS, the County has expressed its desire to perform the work for the aforementioned Project and to be responsible for all phases of the Project;

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

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed \$128,952 for the reimbursement of the abovementioned Project.
2. If the Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the Project and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. Concurrence must be obtained by the County through the District 4 Chief District Engineer in Elizabethtown, KY, prior to the awarding of any contract for work or materials to be used on this Project.

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3. The County shall cause the **Project** to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); *approval from Bridge Preservation Branch of Division of Maintenance MUST BE OBTAINED before ANY additional load is added to any inventoried structure.* Furthermore, all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 4 Office in Elizabethtown, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. In accordance with, Kentucky Revised Statutes (KRS) §179.380 and 603 Kentucky Administrative Regulation (KAR) §1:020. The County further agrees that placement of a culvert or road tile shall be required for any new entrance constructed that effects the drainage area surrounding any of the roads listed in the agreement. The manner as to the implementation of this requirement shall be at the discretion of the County as permitted by State or Federal law. The minimum thickness of any bituminous surface applied shall be one inch.
4. The County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.
5. The Department shall reimburse the County up to \$128,952 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.
6. The County agrees to be responsible for all cost above \$128,952 however, the County shall not be required to expend any more than \$128,952.
7. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its

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execution unless extended or amended by written Agreement in accordance with the provisions of KRS 41A.

Any and all funding obligated for any phase of this Project shall be available to reimburse the County for eligible work activities completed and costs incurred prior to expiration.

8. The County shall maintain for a period of three (3) years, after the Rural Secondary Office within the Department issues a project close date, all records of material, equipment, and labor costs involved in the performance of the work for the Project. These records may be subject to audit by the Transportation Cabinet. In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.

9. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.

10. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.

11. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

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KENTUCKY FINANCE AND ADMINISTRATION CABINET MOA/PSC Exception Standard Terms and Conditions April 2019

WHEREAS, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

WHEREAS, the second party, the Contractor, is available and qualified to perform such function; and

WHEREAS, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 Renewals:

This section does not apply to governmental or quasi-governmental entities.

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC. Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.700, and contingent upon available funding.

3.00 LRC Policies:

This section does not apply to governmental or quasi-governmental entities.

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Pursuant to KRS 45A.725, IRC has established policies which govern rates payable for certain professional services. These are located on the IRC webpage (<http://www.irc.ky.gov/Statecomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A 690 et seq., where applicable.

4.00 Choice of Law and Forum:

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

5.00 FEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

6.00 Cancellation:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

7.00 Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

8.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

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9.00 Authorized to do Business in Kentucky:

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/s/s/fbr/welcome.asp>.

10.00 Invoices for fees:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

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Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomint/Contracts/homepage.htm>

11.00 Travel expenses, if authorized:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

12.00 Other expenses, if authorized herein:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

13.00 Purchasing and specifications:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

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14.00 Conflict-of-interest laws and principles:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

15.00 Campaign finance:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 21.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

16.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.88-1. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

17.00 Social security: (check one)

This section does not apply to governmental or quasi-governmental entities.

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_____ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

18.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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19.01 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

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

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

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

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

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The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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NELSON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
5128,952 - C806 FLEX FUNDS

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, hereunto duly authorized.

NELSON COUNTY FISCAL COURT

By: _____ Date: _____
COUNTY JUDGE/EXECUTIVE

TRANSPORTATION CABINET USE:

APPROVED AS TO FORM AND LEGALITY:

By: _____ Date: _____
OFFICE OF LEGAL SERVICES

TRANSPORTATION CABINET
DEPARTMENT OF RURAL AND MUNICIPAL AID

By: _____ Date: _____
DEPARTMENT COMMISSIONER

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By: _____ Date: _____
CABINET SECRETARY

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		AUTHORIZATION LOCATION				
ITEM NUMBER	COUNTY	DIST	FACILITY NAME	ROUTE	LENGTH	SCOPE
1	Nelson	4	AIRPORT RD	CR 1351	0.000 - 0.628 (0.628 Mi)	FROM BEN IRVIN RD EXTENDING NORTH TO 3.309 MILES SOUTH OF BARNES RD
1	Nelson	4	JIM CLARK RD	CR 1143	0.000 - 1.092 (1.092 Mi)	FROM KY 46 EXTENDING SOUTH TO 0.021 MILES SOUTH OF JIM CLARK LOOP

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R E S O L U T I O N

Fiscal Court of NELSON County

Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, the Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

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

The County Judge/Executive of the county is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of NELSON County, and the County Clerk of NELSON County is hereby authorized and directed to certify thereto.

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The vote taken on said Resolution, the result being as follows:

AYES
KEITH METCALFE

NAYS

CARY COULTER

BERNARD ICE

ERIC SHELBOURNE

JEFF LEAR

COMMONWEALTH OF KENTUCKY:

NELSON COUNTY

I, JEANETTE HALL SIDEROTTON, County Clerk of
NELSON County certify that the foregoing is a true copy of the
Order above. Given under my hand and seal of office this the
21 day of SEPTEMBER, 2020.

SIGNED Jeanette Hall Siderotton

CLERK OF NELSON COUNTY