

FISCAL COURT ORDERS

OCTOBER 4, 2022

BOOK 43

REGULAR SESSION OF NELSON FISCAL COURT

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

MINUTES APPROVED SEPTEMBER 20, 2022 REGULAR/CLOSED MEETING

On motion of Keith Metcalfe, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the minutes of the September 20, 2022 Regular/Closed Fiscal Court meeting.

BILLS- TRANSFERS-ADDITIONAL BILLS

On motion of Bernard Ice, second of Gary Coulter, 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. See pages 837-842.

CONSIDERATION OF RESOLUTION OF HEAVEN HILL DISTILLERY INDUSTRIAL REVENUE BONDS

On motion of Bernard Ice, second of Gary Coulter, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Resolution of Heaven Hill Distillery Industrial Revenue Bonds. See pages 843-852.

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KENTUCKY INFRASTRUTURE AUTHORITY GRANT RESOLUTION

On motion of Jeff Lear, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and adopt the Resolution to transfer administration of Kentucky House Bill 1 a Grant for \$10,000,000.00 from the Commonwealth of Kentucky Infrastructure Authority and authorize the North Nelson Water District to enter into an agreement with the Kentucky Infrastructure Authority to execute any documents which are deemed necessary by the Kentucky Infrastructure to facilitate this project and act as the correspondent for this project. See page 853.

LANDFILL/SOLID WASTE

Held a public meeting on the Solid Waste Plan-No comments

County Landfill Manager/Engineer John Greenwell presented a Resolution to the court asking for approval to expand the County landfill.

RESOLUTION-

On motion of Jeff Lear, second of Keith Metcalfe, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and adopt the Resolution for the Nelson County Solid Waste Management Plan. See page 854.

ROADSIDE CLEAN UP-

County Landfill Manager/Engineer John Greenwell informed the court of the dates and times for the County Roadside Cleanup Program. Signups will begin on October 12, 2022.

ROAD DEPARTMENT REPORT

REPORT-

County Assistant Road Supervisor Chris Martin presented to the court the regular road department report. See page 855.

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ROAD DEPARTMENT REPORT-continued

WOLF WOODS DRIVE-TABLED

BRIDGE CLOSURE-HILTON ROAD-Beginning October 10, 2022 and will be closed approximately 4-6 weeks pending weather. See pages 856-857.

CDL TRAINING EXPENSE

County Engineer Brad Spalding presented to the court an agreement and requirements for CDL Training Expense.

On motion of Keith Metcalfe, second of Gary Coulter, by unanimous vote of the court, IT IS HEREBY ORDERED to accept the CDL Contract as presented. See pages 858-869.

RESOLUTION- Resolution adopting and approving the execution of a Memorandum of agreement between Nelson County Fiscal Court and Commonwealth of Kentucky Transportation Cabinet.

On motion of Eric Shelburne, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and adopt the Resolution execution of a Memorandum of agreement between Nelson County Fiscal Court and Commonwealth of Kentucky Transportation Cabinet. See pages 870-883.

EMA/EMS REPORT- NO REPORT

RECREATION REPORT

Recreation Director Derrick Hagan presented the regular recreation report.

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JAIL REPORT

Jailer John Snellen presented to the court the regular Jail report. See pages 884-885.

OTHER ELECTED OFFICIALS REPORT

SHERIFF- Sheriff Pineiroa updated the court on a Deputy after being shot while on duty.

CLERK- Jeanette Sidebottom reminded the court and media of the deadline to register to vote for the General Election in November. Deadline will be October 11, 2022 at 4:00 PM.

OLD/NEW BUSINESS

Judge Rapiere presented to the court a Resolution Agreement between Kentucky Employees 457 Deferred Compensation Plan and Kentucky Public Employees' 401 (k) Deferred Compensation Plan.

On motion of Bernard Ice, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and adopt the Resolution Agreement between Kentucky Employees 457 Deferred Compensation Plan and Kentucky Public Employees' 401 (k) Deferred Compensation Plan. See pages 886-889.

On motion of Bernard Ice, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to adjourn the October 4, 2022 regular session Fiscal Court.

NICKY RAPIER, NELSON COUNTY JUDGE/EXECUTIVE

JEANETTE HALL SIDEBOTTOM, NELSON COUNTY CLERK

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Bills for Court Approval
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Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll processing 090922	9100301 - Payroll Processing	\$ 626.00
All State Truck Sales	Sensor	5001340 - CJE Vehicle expense	91.65
All State Truck Sales	Sensor	5090340 - Maintenance - Vehicle Maint	196.56
Bardstown Auto Repair	Install wiper blades, headlights: brakes	5105340 - Law Enforc Vehicle maintenance	1,093.67
Bluegrass Seed	Weed killer	5090427 - Maintenance - Supplies	221.75
Bluegrass Seed	Gate - Old Quarry	5105441 - Law Enforcement Equipment	312.75
Bluegrass Seed	Field 4	5401334 - Recreation Bldg/Grounds Maint	199.25
Brite Wholesale	Bulbs	5081334 - Justice Center Building Maint	493.64
Bumper to Bumper	Brakes	5090340 - Maintenance - Vehicle Maint	245.83
Bumper to Bumper	Wire	5090427 - Maintenance - Supplies	4.90
Buziek	Field 4 repairs; survey stakes	5401334 - Recreation Bldg/Grounds Maint	102.39
Central Ky Comm Action	Staffing for Voluntary Action	5301315 - Community Action Services	1,014.00
Chase Card Services	Zoom subscription, software, office supply	5001445 - CJE Office Expense	212.26
Chase Card Services	Software, postage meter supply, office expense	5040445 - Treasurer Office Supplies	408.07
Chase Card Services	Certified mail - nuisance reports	5115563 - Codes - Postage	75.50
Chase Card Services	EMA Conference 2022	5135577 - EMA Travel Expense	807.84
Communicare, Inc.	IDT Evaluation	5301357 - Indigent Person Services	285.00
Conway Heaton	2016 Explorer - brakes, alignment, sway bar	5105340 - Law Enforc Vehicle maintenance	1,467.93
Danville Office	Monthly copier agreement	5001445 - CJE Office Expense	94.88
Economy Pest Control	Portable toilets- Aug 2022	5401364 - Recreation Rented Equipment	510.00
Fitzpatrick, Royce	Background check	5205445 - Animal Control Office supplies	42.40
Fitzpatrick, Royce	Euthanasia applications	5205551 - Animal Control Dues & Licenses	68.00
Fitzpatrick, Royce	Euthanasia training	5205569 - Animal Control Staff training	300.00
Fitzpatrick, Royce	Euthanasia training	5205577 - Animal Control Staff Travel	741.40
Franklin Family Chevrolet	SO 38	5105340 - Law Enforc Vehicle maintenance	641.13
Friends of Wickland	Cleaning	5086329 - Wickland Maint Contracts	181.50
Galls	Z Downs, Greer	5105181 - Law Enforc Uniforms	206.75
Humane Society	Medications	5205549 - Animal Control Medical Expense	570.39
Interstate Security	Quarterly monitor agreement	5105329 - Law Enforc Bldg Maint Contracts	102.00
Johnson Controls	Fire extinguisher inspections	5081329 - Justice Center Maint Contracts	65.00
Ky Office of Technology	Laptop utilization fees	5065427 - Elections Supplies	60.00
Lowe's	Building repairs	5081334 - Justice Center Building Maint	145.58
Lowe's	Bathroom and roof repairs	5401334 - Recreation Bldg/Grounds Maint	116.36
Lowe's	Paint sprayer supplies	5401427 - Recreation Maint Supplies	42.68
Lowe's	Install basketball goal- Balltown	5405348 - Recreation Program Support	44.60
Masters Supply Inc	Tube cutters	5090427 - Maintenance - Supplies	50.82
Midwest Vet Supply	Medical supply	5205549 - Animal Control Medical Expense	546.37
Oil Guys	July/August 2022 oil changes	5105340 - Law Enforc Vehicle maintenance	1,002.69
Pet Health Services	Micro chips	5205427 - Animal Control Feed & supplies	440.00
Ronnie's Custom Care	Monthly cleaning	5081329 - Justice Center Maint Contracts	4,120.00
S & P Cleaning Svc	Cleaning service 0922	5010329 - Sutherland Bldg Main Contracts	1,420.00
S & P Cleaning Svc	Cleaning service 0922	5080329 - Old Courthouse Maint Contracts	1,375.00
Salt River	Set poles - Nat Rogers/Salt Spring Loop	6105578 - Utilities	270.00
Tatum Auto Supply	Oil change	5090340 - Maintenance - Vehicle Maint	35.96
Total 01 General Fund			21,052.59

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Name	Memo	Account	Amount
02 Road Fund			
Airgas Mid America	Welding supplies	6105427 - Garage supplies	60.62
Asphalt Materials	Chip seal 316.34 gallons	6105447 - Dust control-chip seal oil	812.99
Burdstown Mills	Straw	6105431 - Fences, ROW, Tree Removal	36.90
Bluegrass Seed	Straw netting, contractor mix	6105437 - Bridge & Culvert Materials	245.00
Bluegrass Seed	Boots	6105594 - Crew Safety Equipment	130.00
Boyd Co	CAT 420E	6105443 - Parts	141.98
Bumper to Bumper	Garage supplies	6105427 - Garage supplies	88.02
Bumper to Bumper	Truck 306, F250, fuel truck	6105443 - Parts	278.98
Buzick	Keys	6105427 - Garage supplies	7.46
Buzick	Harrison Fork Creek, Dugan Lane	6105446 - Small Road Projects	1,064.07
Buzick	Culvert projects	6105457 - Bridge & Culvert Materials	116.14
Buzick	Ratchet tie downs	6105475 - Tools	55.98
Chase Card Services	PDF software	6103445 - Office Supplies	71.88
Chase Card Services	Fuel	6105429 - Fuel and Lubricants	275.00
Chase Card Services	Herbicide	6105431 - Fences, ROW, Tree Removal	179.98
Chase Card Services	Concrete tools	6105475 - Tools	1,170.67
Chase Card Services	Travel expense- pick up Truck 305 dump bed	6105577 - Staff Travel	227.04
Chase Card Services	Dump bed - Truck 305	6105713 - Road Equipment	3,984.75
CMI Equipment	Gradall	6105443 - Parts	225.60
Ellis Towing	Chevy 1500	6105336 - Equipment repairs	75.00
Irving Materials Inc.	Harrison Fork repairs	6105446 - Small Road Projects	1,900.00
Irving Materials Inc.	Donna Ln culvert replacement	6105457 - Bridge & Culvert Materials	516.00
Lasco	Filters	6105443 - Parts	69.28
Lawson Products	Shop supplies	6105427 - Garage supplies	127.60
Lawson Tractor	Bushhog repairs	6105443 - Parts	151.26
Lowe's	Culvert repair supplies	6105457 - Bridge & Culvert Materials	27.68
Mago Construction	Mobley Mill	6105 311 04 - District 4 Paving	3,198.66
Mago Construction	Mobley Mill	6105730-01 - Flex Funds Projects	63,175.00
Quill Corporation	Office supplies	6103445 - Office Supplies	313.81
Reed, Scout	Boot allowance	6105481 - Uniforms	100.00
Tatum Auto Supply	Undercoating, rust preventer	6105427 - Garage supplies	27.47
Tatum Auto Supply	Trucks 306, 307, CAT 420E, boom mower	6105443 - Parts	638.89
Tatum Auto Supply	Tap	6105475 - Tools	6.99
Total Truck Parts	Dump bed	6105443 - Parts	37.80
Total 02 Road Fund			79,538.50
03 Jail Fund			
Bob Barker	Inventory	5101428 - Canteen Inventory	219.60
Bumper to Bumper	O-rings - kitchen repairs	5101334 - Building Maintenance	32.95
Bumper to Bumper	Battery, jump boxes, cleaning supply	5101340 - Vehicle expense	316.42
Charm-Tex	Inventory	5101428 - Canteen Inventory	395.70
Charm-Tex	Razors	5101453 - Prisoner Hygiene	94.90
Chase Card Services	Canteen supplies	5101428 - Canteen Inventory	85.16
Chase Card Services	Time clock supplies	5101445 - Office Supplies	61.98
Clems	Food	5101425 - Food	2,824.05
Drug Tests in Bulk.com	Testing supplies	5101550 - Testing Supplies	1,900.00
Flowers Baking Co	Bread	5101425 - Food	788.62
Gordon Foods	Cleaning and custodial supply	5101411 - Custodial Supplies	1,177.89
Gordon Foods	Kitchen supplies	5101423 - Food Prep & Serving Supplies	406.13

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**Nelson County Fiscal Court
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Name	Memo	Account	Amount
03 Jail Fund (continued)			
Gordon Foods	Food	5101425 - Food	11,690.61
Gordon Foods	Canteen inventory	5101428 - Canteen Inventory	393.31
Lowe's	Wrench sets	5101406 - Tools and maint supplies	170.97
Masters Supply Inc	Sink/toilet push buttons	5101463 - Plumbing Supplies and Repairs	817.64
Maxima Supply	Inventory	5101428 - Canteen Inventory	3,598.27
Pipe Savers LLC	Jet Clean Service Aug. Sept 2022	5101329 - Building Maint Contracts	400.00
Pipe Savers LLC	Repair sewer main, replace clean out location	5101329 - Building Maint Contracts	1,730.00
Prairie Farms	Milk	5101425 - Food	948.45
Quality Auto Glass	TV covers	5101334 - Building Maintenance	264.00
Smart Vending	Canteen inventory	5101428 - Canteen Inventory	2,151.67
Vinitow Refrigeration	Water valve, sensor - ice machine	5101334 - Building Maintenance	382.72
Total 03 Jail Fund			30,851.04
04 LGEA Fund			
Mago Construction	Peavler Lane	6105405 - Hot and cold mix	1,291.33
Mago Construction	Garrison Rd	6105405 - Hot and cold mix	796.78
Total 04 LGEA Fund			2,088.11
09 Ambulance Fund			
AT&T Mobility	ATT First Responder service	5140336 - Equipment Maintenance & Repairs	341.02
Chase Card Services	Building supplies	5140411 - Custodial supplies	17.94
Chase Card Services	Vehicle supplies	5140443 - Vehicle Parts	18.89
Chase Card Services	Equipment chargers	5140445 - Office Expense	127.95
Chase Card Services	EMT course	5140543 - Licenses	75.00
Chase Card Services	Training materials	5140569 - Training	397.78
Ky Medicaid Assess	Medicaid Assessment Fee 0922	5140314 - Medicaid Provider Fee	8,444.92
Total 09 Ambulance Fund			9,423.50
13 Solid Waste Fund			
Bluegrass Seed	Hoots	5215481 - Employee uniforms	105.00
Lasco	Trucks 411, 416	5215443 - Parts	193.41
Municipal Equip	Truck 414	5215443 - Parts	5,369.10
Salt River	Garbage billing services	5215320 - Collection Contracts	12,196.10
Salt River	1224 delinquent accts rebilled quarterly	5215320 - Collection Contracts	673.20
Tatum Auto Supply	Pup truck, Trucks 414, 422, 423	5215443 - Parts	565.22
Total 13 Solid Waste Fund			19,102.03
15 Landfill Fund			
Bardstown Mills	Seed mix	5210571 - Property Maintenance	348.00
Bluegrass Seed	Contractor mix, wheat	5210571 - Property Maintenance	1,322.50
Buzick	Wood stakes	5210427 - Main supplies	39.98
Chase Card Services	Postage, software	5210445 - Office Expense	79.69
Chase Card Services	Ky Assoc Prof Surveyors	5210551 - Dues & Memberships	220.00
Chase Card Services	Conference, continuing education	5210569 - Staff Training	713.50
Galeton	Gloves	5210594 - Crew Safety Equipment	239.99
GBA	Weight and delivery tickets	5210445 - Office Expense	651.00
Greenwell, Jonathan	CDL reimbursement	5210551 - Dues & Memberships	65.00
Interstate Security	Quarterly monitor agreement	5210329 - Maintenance Contracts	102.00
Lasco	Trucks 413, 417, 418, 422	5210443 - Parts	3,952.88
Lawson Products	Shop supplies	5210427 - Main supplies	422.20

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**Nelson County Fiscal Court
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Name	Memo	Account	Amount
15 Landfill Fund (continued)			
Mackin's Wrecker	Truck 413	5210336 · Equipment Repairs	500.00
Modern Supply	Welding supplies	5210427 · Main supplies	103.61
Norris, Joe	CDL reimbursement	5210551 · Dues & Memberships	100.00
Oldcastle Infrastructure	Manhole riser	5210571 · Property Maintenance	2,970.00
Quality Auto Glass	Truck 421	5210443 · Parts	495.00
Snap-On Tools	Manual lever hoist	5210475 · Tools	389.00
Tatum Auto Supply	Garage supplies	5210427 · Main supplies	115.85
Tatum Auto Supply	Trailer, service truck, Truck 409	5210443 · Parts	222.84
Total 15 Landfill Fund			<u>13,053.04</u>
23 Occupational Tax Fund			
Chase Card Services	Website agreement	5047445 · OLF Office supplies	119.00
NC Planning and Zoning	Consulting fees	5070348 · Comprehensive Plan	4,002.75
Total 23 Occupational Tax Fund			<u>4,121.75</u>
84 ARPA Grant			
North Nelson Water District	Engineering Fees	8099 743 02 · Louisville Water Project	286,550.00
Kenvirons Inc	Waterline Extension Hydraulic Analysis	8099 743 10 · Misc ARPA Water Projects	2,717.00
Total 84 ARPA Grant			<u>289,267.00</u>
Total Bills for Approval			<u>\$468,497.56</u>

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**Nelson County Fiscal Court
Additional Bills for Court Approval
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Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll processing 092322	9100301 · Payroll Processing	\$ 563.20
Bardstown Housing Auth	Bethany Haven - Oct 2022	5315399 · Emergency Shelter for Children	300.00
Chase Card Services	Speakers, supplies	5105441 · Law Enforcement Equipment	115.69
Chase Card Services	Laptop charger	5135336 · EMA Equipment Repairs	26.67
Chase Card Services	Battery, fuse panel, chair mat	5135427 · EMA Supplies & Materials	82.83
Chase Card Services	Propane	5145578 · Radio Tower Utilities	179.01
Cundiff, Leo	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Feed America Ky	Sep 2022 distribution	5330515 · Feed America Program	77.10
Total 01 General Fund			<u>1,444.50</u>
02 Road Fund			
Buzick	Jack hammer	6105364 · Equipment rental	66.00
Buzick	Alkaline batteries, chalk reel	6105427 · Garage supplies	29.76
Buzick	Concrete - Dee Head area	6105446 · Small Road Projects	55.90
Quill Corporation	Clipboards, pens, labeling supplies	6103445 · Office Supplies	105.75
Total 02 Road Fund			<u>257.41</u>
09 Ambulance Fund			
Advance Auto Parts	Halogen bulb	5140443 · Vehicle Parts	10.84
AT&T Fleet	Fleet tracking services	5140340 · Vehicle Maintenance & Repairs	237.36
Bound Tree Medical	Medical supply	5140550 · Medical supplies & Materials	863.21
Chase Card Services	Speakers, supplies	5140443 · Vehicle Parts	372.48
Chase Card Services	Printer	5140445 · Office Expense	322.00
Chase Card Services	Medical supply	5140550 · Medical supplies & Materials	64.49
Chase Card Services	KAPA Membership	5140551 · Dues	225.00
Chase Card Services	Postage	5140563 · Postage	647.48
Chase Card Services	EMS Conference	5140577 · Staff travel	203.27
Mohawk Medical	Medications	5140550 · Medical supplies & Materials	303.67
NexAir	Oxygen	5140550 · Medical supplies & Materials	229.06
QuadMed Inc	Medical supply	5140550 · Medical supplies & Materials	465.20
Stericycle	Steri safe	5140550 · Medical supplies & Materials	124.62
TriTech Medical Systems	Annual support agreement	5140543 · Licenses	2,893.86
Total 09 Ambulance Fund			<u>6,962.54</u>
15 Landfill Fund			
Kimberland, David	Office cleaning 0922	5210329 · Maintenance Contracts	420.00
Total 15 Landfill Fund			<u>420.00</u>
Total Additional Bills for Approval			<u>\$ 9,084.45</u>

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NELSON COUNTY FISCAL COURT FY 2023 Paid Bills/Upcoming Transfers for Court Approval October 4, 2022
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Fund/Vendor	Description	Account	Amount
<u>General Fund</u>			
Bluegrass Integrated Comm	Postage - 2022 General Election	5065427 - Elections Supplies	\$ 8,616.00
Nelson Co Jail	Transfers from General Fund - Sep 2022	4909 03 - Transfers to Jail	212,000.00
TOTAL PAID BILLS AND TRANSFERS			<u>\$220,616.00</u>

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RESOLUTION NO. 2022- 004

A RESOLUTION OF THE COUNTY OF NELSON, KENTUCKY (THE "ISSUER"), AUTHORIZING THE ISSUANCE OF BONDS IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$135,000,000 AND DENOMINATED COUNTY OF NELSON, KENTUCKY INDUSTRIAL BUILDING REVENUE BONDS, (HEAVEN HILL DISTILLERIES, INC. PROJECT), SERIES 2022, (THE "BONDS"); APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF (i) A TRUST INDENTURE (THE "INDENTURE"), BETWEEN THE ISSUER AND U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE") SECURING THE BONDS, (ii) A LEASE AGREEMENT, BY AND BETWEEN THE ISSUER AND HEAVEN HILL DISTILLERIES, INC. (THE "LESSEE"), (iii) A BOND PURCHASE AGREEMENT, BY AND AMONG THE ISSUER, THE LESSEE AND NELSON COUNTY DISTILLING COMPANY (THE "BOND PURCHASER"), (iv) AN IN-LIEU OF TAX PAYMENTS AGREEMENT, BY AND BETWEEN THE ISSUER AND THE LESSEE, (v) A HOME OFFICE PAYMENTS AGREEMENT, BY AND AMONG THE ISSUER, THE TRUSTEE, THE LESSEE AND THE BOND PURCHASER, AND (vi) ANY AND ALL OTHER RELATED DOCUMENTS; AND THE TAKING OF OTHER RELATED ACTION.

WHEREAS, the County of Nelson, Kentucky (the "Issuer"), pursuant to the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes, as amended (the "Act"), is specifically authorized and empowered to issue up to \$135,000,000 of its County of Nelson, Kentucky Industrial Building Revenue Bonds, (Heaven Hill Distilleries, Inc. Project), Series 2022 (the "Bonds"), hereinafter approved; and

WHEREAS, Heaven Hill Distilleries, Inc., a Kentucky corporation (the "Lessee"), proposes that the Issuer, pursuant to the Act, assist the Lessee in financing the acquisition, construction, equipping and installation of a distilling and barreling facility located in Nelson County, Kentucky (hereinafter referred to as the "Project") (which is more particularly described in the Agreement hereinafter identified and approved), which Project is projected to result in the creation of thirty-eight (38) jobs, and the Project qualifies for financing within the meaning of the Act; and

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

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

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hereinafter approved shall be made upon a private placement basis to Nelson County Distilling Company (the "Bond Purchaser") (or any successors or substitutes therefor); and

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

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

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

(A) Confirms and ratifies the Resolution of the Fiscal Court, adopted on June 7, 2022, whereby the Issuer agreed to authorize and issue its bonds for industrial building purposes for the Lessee.

(B) Authorizes the sale, issuance, execution and delivery of bonds in an aggregate principal amount not to exceed \$135,000,000 principal amount of the Bonds, the Bonds to be issued in the form and subject to the terms and specifications set forth in the Indenture and in the Purchase Agreement identified and approved herein.

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

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

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

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

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

Section 4. Purchase Agreement Authorization. The Issuer hereby approves, and the County Judge/Executive is authorized and directed to execute and deliver on behalf of the Issuer, the Purchase Agreement in connection with the original sale of the Bonds, in substantially the form submitted herewith and designated Exhibit C with such changes as the official executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

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

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

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

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

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OCTOBER 4, 2022

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

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

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

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

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

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INTRODUCED, SECONDED AND ADOPTED at a duly convened meeting of the Fiscal Court of the County of Nelson, Kentucky, held on the 4th day of October, 2022, signed by the County Judge/Executive as evidence of his approval, attested by the County Clerk, ordered published in summary form pursuant to KRS Chapter 424, duly enrolled and declared to be in full force and effect.

APPROVED:



County Judge/Executive

(SEAL)

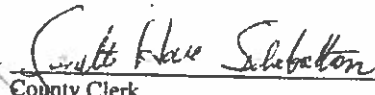
ATTEST:


County Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified County Clerk for the County of Nelson, Kentucky and as such Clerk I further certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by the County of Nelson, Kentucky of said County upon a reading at a duly convened meeting held on October 4, 2022, signed by the County Judge/Executive and now in full force and effect, all as appears from the official records of said County in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this October 4, 2022.


County Clerk

(SEAL)

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EXHIBIT A

LEASE AGREEMENT,
BY AND BETWEEN
COUNTY OF NELSON, KENTUCKY
AND
HEAVEN HILL DISTILLERIES, INC.



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EXHIBIT B

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

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EXHIBIT C

BOND PURCHASE AGREEMENT,
BY AND AMONG
COUNTY OF NELSON, KENTUCKY,
HEAVEN HILL DISTILLERIES, INC.
AND
NELSON COUNTY DISTILLING COMPANY

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EXHIBIT D

IN-LIEU OF TAX PAYMENTS AGREEMENT,
BY AND BETWEEN
COUNTY OF NELSON, KENTUCKY
AND
HEAVEN HILL DISTILLERIES, INC.

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EXHIBIT E

HOME OFFICE PAYMENTS AGREEMENT, BY AND AMONG
COUNTY OF NELSON, KENTUCKY,
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
HEAVEN HILL DISTILLERIES, INC. AND
NELSON COUNTY DISTILLING COMPANY

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RESOLUTION
FISCAL YEAR 2022-2024 HOUSE BILL 1 PROJECT
AUTHORIZING RESOLUTION TO ACCEPT & TRANSFER ADMINISTRATION

RECIPIENT ENTITY

ADOPTION OF A RESOLUTION OF THE NELSON COUNTY FISCAL COURT, AUTHORIZING TO ACCEPT AND TRANSFER ADMINISTRATION OF A KENTUCKY HOUSE BILL (HB) 1 GRANT FOR UP TO \$10,000,000 FROM THE COMMONWEALTH OF KENTUCKY, KENTUCKY INFRASTRUCTURE AUTHORITY (KIA) FOR THE PROJECT LISTED BELOW; AND A RESOLUTION OF THE NELSON COUNTY FISCAL COURT, AUTHORIZING THE NORTH NELSON WATER DISTRICT TO ENTER INTO AN AGREEMENT WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY (KIA) FOR THE PROJECT LISTED BELOW, TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KIA TO FACILITATE THIS PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT.

WHEREAS, the Nelson County Fiscal Court has concurred that HB 1 funds be awarded the following project, as allowed by the 2022 Kentucky General Assembly's passage of House Bill 1, to be administered by the Kentucky Infrastructure Authority and has transferred the administration of said project to the North Nelson Water District.

North Nelson Water District - \$10,000,000

NOW, THEREFORE, be it resolved this 4 day of October, 2022, by Nelson County Fiscal Court:

The Nelson County Judge Executive is hereby authorized to transfer the Kentucky Infrastructure Authority House Bill 1 Project in the amount of \$10,000,000 to the North Nelson Water District.

Done this 4 day of October, 2022. Motion by Jeff Lear and seconded by Eric Shelburne members present voting unanimously in favor.

By: 
Nelson County Judge Executive

ATTEST:

By: 
Its: Nelson County Clerk

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NELSON COUNTY FISCAL COURT
CITY OF NELSON
KENTUCKY

RESOLUTION No. 5

**A RESOLUTION ADOPTING THE NELSON COUNTY AREA SOLID WASTE
MANAGEMENT PLAN 2018-2022 UPDATE**

WHEREAS, NELSON County Fiscal Court is required by KRS 224.43-340 and KRS 224.43-345 to submit an update of the area solid waste management plan, and

WHEREAS, the NELSON County Solid Waste Management Area is governed by the NELSON County Fiscal Court; and

WHEREAS, the NELSON County Solid Waste Management Plan 2023-2027 Update sets the agenda for implementation of solid waste reduction and management for the years inclusive of 2023-2027.

WHEREAS, a Public Comment period on the NELSON County Solid Waste Management Plan 2023-2027 Update was conducted in the County.

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

The COUNTY OF NELSON hereby adopts the NELSON County Solid Waste Management Plan 2023-2027 Update and supports its Action Plan, Implementation Plan and associated activities.

This is the 4th day of SEPTEMBER, 2022 said resolution adopted and approved at a meeting of the NELSON COUNTY FISCAL COURT.

Signed:


NELSON COUNTY JUDGE ELECT.

Attest:



FISCAL COURT ORDERS

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Nelson County Road Department

Report To Fiscal Court

October 4, 2022

- **Drainage**
 - Replaced Driveway Culvert at 3615 Donna Way
 - Installed Driveway Culvert at 1103 Breezy Way
 - Installed Drainage system at 139 Millwood Way
 - Cleaned Cross Drain out on Masden Rd.
 - Repaired Culvert on Stoner Rd.
- **Bridge Repairs**
 - Repaired Upright I beams on Dugan Ln. Bridge
 - Repairing footers on Grigsby Ln, Bridge Today
- **Tree Removal**
 - Removed Dead Tree on Woodlawn Rd.
 - Removed Trees out of front of culvert at Twin Oaks Drive
 - Trimmed Some low hanging limbs in Venetian Way
 - Trimmed trees in Presidential Estates
 - Finished Trimming trees and weeds on Tom Greer Rd.
- **Bus Turn Around**
 - Built Bus Turn Around At 800 Leslie Clark Rd.
- **Cul-de-sac**
 - Constructed a Cul-de -sac on Froman Greenwell Rd.
- **Feeding America**
 - Sent four guys to help with the Feeding America Program
- **Herbicide Spraying**
 - Sprayed Walter Hall RD and Dee Head Rd
- **Shoulder Work**
 - Repaired Shoulder on Caney Fork Rd.
- **Mowing crew is currently In Howardstown in District 1. This is our 4th and last round.**

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NELSON COUNTY - KENTUCKY

DEAN WATTS, County Judge Executive
P O BOX 578 • One Court Square, 2nd Floor
BARDSTOWN, KENTUCKY 40004-0578

Phone: (502) 348-1800
Fax: (502) 348-1871

MEMO

To Nelson County Schools
Central Dispatch
Bardstown /Nelson County Fire Department
Nelson County Sheriff Department
Nelson County Ambulance Service
City of Bardstown
Kentucky Standard
WBRT Radio
PLG13 -

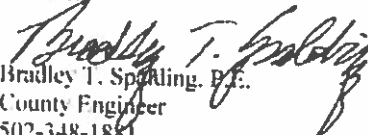
Date: October 3, 2022

Subject: **Bridge Closure -- 1300 Hilton Road -
Beginning on October 10, 2022**

The Hilton Lane Bridge crossing Camp Branch near 1300 Hilton Lane will be closed due to replacement of the bridge.

The time-frame for the closure shall be approximately 4-6 weeks pending weather.

Sincerely


Bradley T. Sparkling, P.E.
County Engineer
502-348-1881

cc: Nicky Rapier, NCJE
Gary Coulter, Magistrate



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

FISCAL COURT ORDERS

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Sidebottom, Jeanette (Nelson County Clerk)

From: Brad Spalding <bspald@bardstown.com>
Sent: Monday, October 3, 2022 7:43 AM
To: 'Carole M. Bryan'; 'Amanda Mattingly (PLG-TV)'; 'Dennis George'; editor@kystandard.com; 'Gary White'; Sidebottom, Jeanette (Nelson County Clerk); 'Jenny Boone'; 'Jim Brooks'; 'Jim Lockett'; 'Joe Prewitt'; 'John Greenwell'; 'KY Standard'; 'Lee Mattingly'; 'Logan Spaulding'; 'Magistrate Bernard Ice'; 'Magistrate Eric Shelburne'; 'Magistrate Gary Coulter'; 'Magistrate Jeff Lear'; 'Magistrate Keith Metcalfe'; 'Mathew Hite'; 'Milton Spalding'; 'Nicky Rapier'; 'PLG 13 (Gina)'; news13@plgtv.com; 'Rhonda Fenwick'; 'Sheriff Ramon Pineiroa'; 'WBRT'; 'WLSK-FM WOKH-FM'; jeff.marchese@nelson.kyschools.us
Subject: Hilton Lane Road Closure at Bridge
Attachments: Hilton Lane Road Closure Bridge construction 10-10-22.pdf

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Due to the construction of a new bridge at 1300 Hilton Lane, see attached memo for closing of the road at this location beginning October 10, 2022.

Thanks

Bradley T. Spalding
Bradley T. Spalding, P.E.
Nelson County Engineer
820 West Stephen Foster Avenue
Bardstown, KY 40004
502-348-1880

FISCAL COURT ORDERS

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Deductions for Training

CDL Training Expense Agreement

The terms of this Training Expense Agreement are predicated on your (hereinafter referred to as "EMPLOYEE") attending and successfully completing a training course as an employee of Nelson County Road Department (hereinafter referred to as "THE COUNTY") for which THE COUNTY has advanced full or partial expenses and with the understanding that EMPLOYEE will continue active employment with THE COUNTY following completion of the training.

As part of THE COUNTY's Training Program, THE COUNTY agrees to advance training expense, consistent with COUNTY policy, for EMPLOYEE to attend:

Course: Lake Cumberland CDL Training School, Inc (hereinafter referred to as "TRAINING")

City, State: Campbellsville, Kentucky

Scheduled: Start Date to Finish Date

Total Training Amount: \$4,000

The Total Training Amount includes the direct cost of the class and training materials. The Total Training Amount is considered by THE COUNTY to be an investment on EMPLOYEE's behalf and a benefit to EMPLOYEE. This Total Training Amount is considered a payroll advance to aid in EMPLOYEE's development.

In consideration of the training provided to EMPLOYEE, EMPLOYEE agrees to the following terms:

- If EMPLOYEE fails to successfully obtain, at minimum, a CDL B License with Air Brake Endorsement (no automatic transmission restriction) within six months of start date of employment, EMPLOYEE will immediately refund the Total Training Amount to THE COUNTY.
- ~~If EMPLOYEE fails to successfully complete TRAINING, EMPLOYEE will immediately refund the Total Training Amount to THE COUNTY.~~
- If EMPLOYEE voluntarily terminates employment with THE COUNTY prior to completing six (6) full, consecutive months of active service with THE COUNTY, following completion of TRAINING, EMPLOYEE will immediately refund the Total Training Amount to THE COUNTY.
- If EMPLOYEE voluntarily terminates employment with THE COUNTY prior to completing twenty-four (24) full, consecutive months of active service with THE COUNTY, following completion of TRAINING, but completes six (6) or more full, consecutive months of active service with THE COUNTY, following completion of TRAINING, EMPLOYEE will immediately refund to THE COUNTY an amount which is equal to: (Total Training Amount divided by 24) multiplied by (24 minus Total Months of Service with THE COUNTY, following completion of TRAINING).
- If any refund is due THE COUNTY, EMPLOYEE agrees that the amount is payable in full immediately via personal check and/or payroll deduction, and EMPLOYEE agrees to permit THE COUNTY to

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deduct the amount from any monies or benefits, including vacation pay and sick pay, due to EMPLOYEE.

- If any action or proceeding is brought to enforce any provision of this Agreement by THE COUNTY or if THE COUNTY is required to refer any matter arising under this Agreement to an attorney, EMPLOYEE agree to pay all costs of collection (including interest at the highest rate permitted by applicable law) and litigation, together with reasonable attorney's fees.

Neither this Agreement, any other agreement, nor any company practice creates any contract of employment between EMPLOYEE and THE COUNTY. EMPLOYEE may terminate employment with THE COUNTY at any time with or without cause and THE COUNTY has the same right to the extent of the Nelson County Fiscal Court Personnel Ordinance.

EMPLOYEE acknowledges that they have read this agreement and agree to all of its terms and conditions. EMPLOYEE has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement.

Acceptance of Agreement.

BY: _____
Employee Signature Date

Employee Printed Name

BY: _____
Nicky Rapier, Judge Executive Date

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was acknowledged before me on this ____ day of _____,
_____ by _____

Notary Public, State of Kentucky at Large

Commission Expires: _____

Notary ID: _____

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was acknowledged before me on this ____ day of _____,
_____ by _____

Notary Public, State of Kentucky at Large

FISCAL COURT ORDERS

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Commission Expires: _____

Notary ID: _____

DRAFT

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49 CFR Part 380 (up to date as of 9/29/2022)
Special Training Requirements

49 CFR 380.725(c)

Section BA1.5 Non-Driving Activities

This section must teach driver-trainees the activities that do not involve actually operating the CMV.

Unit BA1.5.1 Hours of Service Requirements

This unit must teach driver-trainees to understand that there are different hours-of-service (HOS) requirements applicable to different industries. The training providers must teach driver-trainees all applicable HOS regulatory requirements. The training providers must teach driver-trainees to complete a Driver's Daily Log (electronic and paper), timesheet, and logbook recap, as appropriate. The training providers must teach driver-trainees the consequences (safety, legal, and personal) of violating the HOS regulations, including the fines and penalties imposed for these types of violations.

Unit BA1.5.2 Fatigue and Wellness Awareness

This unit must teach driver-trainees about the issues and consequences of chronic and acute driver fatigue and the importance of staying alert. The training providers must teach driver-trainees wellness and basic health maintenance information that affect a driver's ability to safely operate a CMV.

[81 FR 88794, Dec. 8, 2016, as amended at 83 FR 22875, May 17, 2018; 84 FR 8040, Mar. 6, 2019]

Appendix B to Part 380 - Class B - CDL Training Curriculum

Class B CDL applicants must complete the Class B CDL curriculum outlined in this Appendix. The curriculum for Class B applicants pertains to heavy straight vehicles (Group B) as defined in 49 CFR 383.91(a)(2). There is no required minimum number of instruction hours for theory training, but the training instructor must cover all the topics in curriculum. There is no required minimum number of instruction hours required for BTW (range and public road) training, but the training instructor must cover all topics set forth in the BTW curriculum. BTW training must be conducted in a CMV for which a Class B CDL is required. The instructor must determine and document that each driver-trainee has demonstrated proficiency in all elements of the BTW curriculum unless otherwise noted. Consistent with the definitions of BTW range training and BTW public road training in § 380.605, a simulation device cannot be used to conduct such training or to demonstrate proficiency. Training instructors must document the total number of clock hours each driver-trainee spends to complete the BTW curriculum. The Class B curriculum must, at a minimum, include the following:

Theory Instruction

Section B1.1 Basic Operation

This section must cover the interaction between driver-trainees and the CMV. Driver-trainees will receive instruction in the Federal Motor Carrier Safety Regulations (FMCSRs) and will be introduced to the basic CMV instruments and controls. This section must also teach driver-trainees how to perform vehicle inspections, control the CMVs under various road and traffic conditions, employ shifting and backing techniques, and couple and uncouple, as applicable. Driver-trainees must familiarize themselves with the basic operating characteristics of a CMV.

Unit B1.1.1 Orientation

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49 CFR Part 380 (up to date as of 9/29/2022)
Special Training Requirements

49 CFR 380.725(c)

This unit must introduce driver-trainees to the commercial motor vehicle driver training curriculum and the components of a commercial motor vehicle. The training providers must teach driver-trainees the safety fundamentals, essential regulatory requirements (i.e., overview of FMCSRs/hazardous materials (HM) regulations), and driver-trainees' responsibilities not directly related to driving. This unit must also cover the ramifications and driver disqualification provisions and fines for non-compliance with parts 380, 382, 383, and 390 through 399 of the FMCSRs. This unit must also include an overview of the applicability of State and local laws relating to the safe operation of the CMV, stopping at weigh stations/scales, hazard awareness of vehicle size and weight limitations, low clearance areas (e.g., CMV height restrictions), and bridge formulas.

Unit B1.1.2 Control Systems/Dashboard

This unit must introduce driver-trainees to vehicle instruments, controls, and safety components. The training providers must teach driver-trainees to read gauges and instruments correctly and the proper use of vehicle safety components, including safety belts and mirrors. The training providers must teach driver-trainees to identify, locate, and explain the function of each of the primary and secondary controls including those required for steering, accelerating, shifting, braking systems (e.g., ABS, hydraulic, air), as applicable, and parking.

Unit B1.1.3 Pre- and Post-Trip Inspections

The training provider must teach the driver-trainees to conduct pre-trip and post-trip inspections as specified in §§ 392.7 and 396.11, including appropriate inspection locations. Instruction must also be provided on enroute vehicle inspections.

Unit B1.1.4 Basic Control

This unit must introduce basic vehicular control and handling as it applies to commercial motor vehicles. This unit must include instruction addressing basic CMV controls in areas such as executing sharp left and right turns, centering the vehicle, maneuvering in restricted areas, and entering and exiting the interstate or controlled access highway.

Unit B1.1.5 Shifting/Operating Transmissions

This unit must introduce shifting patterns and procedures to driver-trainees to prepare them to safely and competently perform basic shifting maneuvers. This unit must teach driver-trainees to execute up and down shifting techniques on multi-speed dual range transmissions, if appropriate. The training providers must teach driver-trainees the importance of increased fuel economy achieved by utilizing proper shifting techniques.

Unit B1.1.6 Backing and Docking

This unit must teach driver-trainees to back and dock the vehicle safely. This unit must cover "Get Out and Look" (GOAL), evaluation of backing/loading facilities, knowledge of backing set ups, as well as instruction in how to back with use of spotters.

Section B1.2 Safe Operating Procedures

This section must teach the practices required for safe operation of the CMV on the highway under various road, weather, and traffic conditions. The training providers must teach driver-trainees the Federal rules governing the proper use of seat belt assemblies (§ 392.16).

Unit B1.2.1 Visual Search

49 CFR 380.725(c) (enhanced display)

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49 CFR Part 380 (up to date as of 9/29/2022)
Special Training Requirements

49 CFR 380.725(c)

This unit must teach driver-trainees to visually search the road for potential hazards and critical objects, including instruction on recognizing distracted pedestrians or distracted drivers. This unit must include instruction in how to ensure a driver-trainee's personal security/general awareness in common surroundings such as truck stops and/or rest areas and at shipper/receiver locations.

Unit B1.2.2 Communication

This unit must teach driver-trainees how to communicate their intentions to other road users. Driver-trainees must be instructed in techniques for different types of communication on the road, including proper use of headlights, turn signals, four-way flashers, and horns. This unit must cover instruction in proper utilization of eye contact techniques with other drivers, bicyclists, and pedestrians.

Unit B1.2.3 Distracted Driving

This unit must instruct driver-trainees in FMCSRs related to distracted driving and other key driver distraction driving issues, including improper cell phone use, texting, and use of in-cab technology (e.g., §§ 392.80 and 392.82). This instruction will include training in the following aspects: Visual attention (keeping eyes on the road); manual control (keeping hands on the wheel); and cognitive awareness (keeping mind on the task and safe operation of the CMV).

Unit B1.2.4 Speed Management

This unit must teach driver-trainees how to manage speed effectively in response to various road, weather, and traffic conditions. The instruction must include methods for calibrating safe following distances under an array of conditions including traffic, weather and CMV weight and length.

Unit B1.2.5 Space Management

This unit must teach driver-trainees about the importance of managing the space surrounding the vehicle under various traffic and road conditions.

Unit B1.2.6 Night Operation

This unit must instruct driver-trainees in the factors affecting the safe operation of CMVs at night and in darkness. Additionally, driver-trainees must be instructed in changes in vision, communications, speed, space management, and proper use of lights, as needed, to deal with the special problems night driving presents.

Unit B1.2.7 Extreme Driving Conditions

This unit must teach driver-trainees the specific problems presented by extreme driving conditions. The training will emphasize the factors affecting the operation of CMVs in cold, hot, and inclement weather and on steep grades and sharp curves. The training providers must teach driver-trainees the proper tire chaining procedures in this unit.

Section B1.3 Advanced Operating Practices

This section must introduce higher-level skills that can be acquired only after the more fundamental skills and knowledge taught in the prior two sections have been mastered. The training providers must teach driver-trainees the advanced skills necessary to recognize potential hazards and must teach driver-trainees the procedures needed to handle a CMV when faced with a hazard.

Unit B1.3.1 Hazard Perception

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49 CFR Part 380 (up to date as of 9/29/2022)
Special Training Requirements

49 CFR 380.725(c)

The unit must provide instruction for recognizing potential hazards in the driving environment in order to reduce the severity of the hazard and neutralize possible emergency situations. The training providers must teach driver-trainees to identify road conditions and other road users that are a potential threat to the safety of the CMV and suggest appropriate adjustments. The instruction must emphasize hazard recognition, visual search, adequate surveillance, and response to possible emergency-producing situations encountered by CMV drivers in various traffic situations. The training providers must also teach driver-trainees to recognize potential dangers and the safety procedures that must be utilized while driving in construction/work zones.

Unit B1.3.2 Skid Control/Recovery, Jackknifing, and Other Emergencies

This unit must teach the causes of skidding and jackknifing and techniques for avoiding and recovering from them. The training providers must teach the importance of maintaining directional control and bringing the CMV to a stop in the shortest possible distance while operating over a slippery surface. This unit must provide instruction in appropriate responses when faced with CMV emergencies. This instruction must include evasive steering, emergency braking, and off-road recovery, as well as the proper response to brake failures, tire blowouts, hydroplaning, and rollovers. The instruction must include a review of unsafe acts and the role the acts play in producing or worsening hazardous situations.

Unit B1.3.3 Railroad-Highway Grade Crossings

This unit must teach driver-trainees to recognize potential dangers and appropriate safety procedures to utilize at railroad (RR)-highway grade crossings. This instruction must include an overview of various Federal/State RR grade crossing regulations, RR grade crossing environments, obstructed view conditions, clearance around the tracks, and rail signs and signals. The training providers must instruct driver-trainees that railroads have personnel available ("Emergency Notification Systems") to receive notification of any information relating to an unsafe condition at the RR-highway grade crossing or a disabled vehicle or other obstruction blocking a railroad track at the RR-highway grade crossing.

Section B1.4 Vehicle Systems and Reporting Malfunctions

This unit must provide entry-level driver-trainees with sufficient knowledge of the CMV and its systems and subsystems to ensure that they understand and respect their role in vehicle inspection, operation, and maintenance and the impact of those factors upon highway safety and operational efficiency.

Unit B1.4.1 Identification and Diagnosis of Malfunctions

This unit must teach driver-trainees to identify major vehicle systems. The goal is to explain their function and how to check all key vehicle systems, as appropriate (e.g., engine, engine exhaust auxiliary systems, brakes, drive train, coupling systems, and suspension) to ensure their safe operation. Driver-trainees must be provided with a detailed description of each system, its importance to safe and efficient operation, and what is needed to keep the system in good operating condition.

Unit B1.4.2 Roadside Inspections

This unit must instruct driver-trainees on what to expect during a standard roadside inspection conducted by authorized personnel. The training providers must teach driver-trainees on what vehicle and driver violations are classified as out-of-service (OOS), including the ramifications and penalties for operating a CMV when subject to an OOS order as defined in section 390.5.

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Unit B1.4.3 Maintenance

This unit must introduce driver-trainees to the basic servicing and checking procedures for various engine and vehicle components and to help develop their ability to perform preventive maintenance and simple emergency repairs.

Section B1.5 Non-Driving Activities

This section must teach driver-trainees activities that do not involve actually operating the CMV, e.g., proper cargo securement.

Unit B1.5.1 Handling and Documenting Cargo

This unit must teach driver-trainees the basic theory of cargo weight distribution, cargo securement on the vehicle, cargo covering, and techniques for safe and efficient loading/unloading. The training providers must also teach driver-trainees the basic cargo security/cargo theft prevention procedures. The training providers must teach driver-trainees the basic information regarding the proper handling and documentation of HM cargo.

Unit B1.5.2 Environmental Compliance Issues

This unit must teach driver-trainees to recognize environmental hazards and issues related to the CMV and load, and also make aware that city, county, State, and Federal requirements may apply to such circumstances.

Unit B1.5.3 Hours of Service Requirements

This unit must teach driver-trainees to understand that there are different hours-of-service (HOS) requirements applicable to different industries. The training providers must teach driver-trainees all applicable HOS regulatory requirements. The training providers must teach driver-trainees to complete a Driver's Daily Log (electronic and paper), timesheet, and logbook recap, as appropriate. The training providers must teach driver-trainees the consequences (safety, legal, and personal) of violating the HOS regulations, including the fines and penalties imposed for these types of violations.

Unit B1.5.4 Fatigue and Wellness Awareness

The issues and consequences of chronic and acute driver fatigue and the importance of staying alert will be covered in this unit. The training providers must teach driver-trainees about wellness and basic health maintenance information that affect a driver's ability to safely operate a CMV.

Unit B1.5.5 Post-Crash Procedures

This unit must teach driver-trainees the appropriate post-crash procedures, including the requirement that the driver, if possible, assess his or her physical condition immediately after the crash and notify authorities, or assign the task to other individuals at the crash scene. The training providers must teach driver-trainees how to protect the area; obtain emergency medical assistance; move on-road vehicles off the road in minor crashes so as to avoid subsequent crashes or injuries; engage flashers; place reflective triangles and other warning devices for stopped vehicles; and properly use a fire extinguisher, if necessary. The training providers must instruct driver-trainees in post-crash testing requirements related to controlled substances and alcohol.

Unit B1.5.6 External Communications

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This unit must instruct driver-trainees in the value of effective interpersonal communication techniques/skills to interact with enforcement officials. The training providers must teach driver-trainees the specifics of the roadside vehicle inspection process, and what to expect during this activity. Driver-trainees who are not native English speakers must be instructed in FMCSA English language proficiency requirements and the consequences for violations. The training providers must teach driver-trainees the implications of violating Federal and state regulations will have on their driving records and their employing motor carrier's records.

Unit B1.5.7 Whistleblower/Coercion

This unit must teach the driver-trainees about the right of an employee to question the safety practices of an employer without incurring the risk of losing a job or being subject to reprisals simply for stating a safety concern. The training providers must instruct driver-trainees in the whistleblower protection regulations in 29 CFR part 1978. The training providers must teach driver-trainees the procedures for reporting to FMCSA incidents of coercion from motor carriers, shippers, receivers, or transportation intermediaries.

Unit B1.5.8 Trip Planning

This unit must address the importance of and requirements for planning routes and trips. This instruction must address planning the safest route, planning for rest stops, heavy traffic areas, railroad-highway grade crossing safe clearance and ground clearance (i.e., "high center"), the importance of Federal and State requirements on the need for permits, and vehicle size and weight limitations. The training providers must teach driver-trainees the correct identification of restricted routes, the pros and cons of Global Positioning System (GPS)/trip routing software, and the importance of selecting fuel-efficient routes.

Unit B1.5.9 Drugs/Alcohol

This unit must teach driver-trainees the rules applicable to controlled substances (including prescription drugs) and alcohol use and testing related to the operation of a CMV.

Unit B1.5.10 Medical Requirements

This unit must teach driver-trainees the Federal rules on medical certification, medical examination procedures, general qualifications, responsibilities, and disqualifications based on various offenses, orders, and loss of driving privileges (49 CFR part 391, subparts B and E).

Behind-the-Wheel Range

This unit must teach driving exercises related to basic vehicle control skills and mastery of basic maneuvers, as covered in §§ 383.111 and 383.113 of this chapter necessary to operate the vehicle safely. The training providers must teach driver-trainees activities in this unit on a driving range as defined in § 380.605. The training provider must teach "Get Out and Look" (GOAL) to the driver-trainee as it applies to units B2.2-2.6.

Unit B2.1 Vehicle Inspection Pre-Trip/Enroute/Post-Trip

Driver-trainees must demonstrate proficiency in conducting pre-trip and post-trip inspections as specified in §§ 392.7 and 396.11, including appropriate inspection locations. Instruction must also be provided on enroute vehicle inspections.

Unit B2.2 Straight Line Backing

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Driver-trainees must demonstrate proficiency in proper techniques for performing various straight line backing maneuvers to appropriate criteria/acceptable tolerances.

Unit B2.3 Alley Dock Backing (45/90 Degree)

Driver-trainees must demonstrate proficiency in proper techniques for performing 45/90 degree alley dock maneuvers to appropriate criteria/acceptable tolerances.

Unit B2.4 Off-Set Backing

Driver-trainees must demonstrate proficiency in proper techniques for performing off-set backing maneuvers to appropriate criteria/acceptable tolerances.

Unit B2.5 Parallel Parking Blind Side

Driver-trainees must demonstrate proficiency in proper techniques for performing parallel parking blind side positions/maneuvers to appropriate criteria/acceptable tolerances.

Unit B2.6 Parallel Parking Sight Side

Driver-trainees must demonstrate proficiency in proper techniques for performing sight side parallel parking maneuvers to appropriate criteria/acceptable tolerances.

Behind-the-Wheel Public Road

The instructor must engage in active two-way communication with the driver-trainees during all active BTW public road training sessions. Skills described in paragraphs B3.8 through 3.12 of this section must be discussed during public road training, but not necessarily performed. Driver-trainees are not required to demonstrate proficiency in the skills described in paragraphs B3.8 through 3.12.

Unit B3.1 Vehicle Controls Including: Left Turns, Right Turns, Lane Changes, Curves at Highway Speeds, and Entry and Exit on the Interstate or Controlled Access Highway

Driver-trainees must demonstrate proficiency in proper techniques for initiating vehicle movement, executing left and right turns, changing lanes, navigating curves at speed, exiting and entering the interstate, and stopping the vehicle in a controlled manner.

Unit B3.2 Shifting/Transmission

Driver-trainees must demonstrate proficiency in proper techniques for performing safe and fuel-efficient shifting.

Unit B3.3 Communications/Signaling

Driver-trainees must demonstrate proficiency in proper techniques for signaling intentions and effectively communicating with other drivers.

Unit B3.4 Visual Search

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Driver-trainees must demonstrate proficiency in proper techniques for visually searching the road for potential hazards and critical objects.

Unit B3.5 Speed and Space Management

Driver-trainees must demonstrate proficiency in proper habits and techniques for adjusting and maintaining vehicle speed, taking into consideration various factors such as traffic and road conditions. Driver-trainees must demonstrate proficiency in maintaining proper speed to keep appropriate spacing between the driver-trainee's CMV and other vehicles. Instruction must include methods for calibrating safe following distances under an array of conditions including traffic, weather, and CMV weight and length.

Unit B3.6 Safe Driver Behavior

Driver-trainees must demonstrate proficiency in safe driver behavior during their operation of the CMV.

Unit B3.7 Hours of Service (HOS) Requirements

Driver-trainees must demonstrate proficiency in the basic activities required by the HOS regulations, such as completing a Driver's Daily Log (electronic and paper), timesheet, and logbook recap, as appropriate.

Unit B3.8 Hazard Perception

Driver-trainees must demonstrate their ability to recognize potential hazards in the driving environment in time to reduce the severity of the hazard and neutralize possible emergency situations. Driver-trainees must demonstrate the ability to identify road conditions and other road users that are a potential threat to vehicle safety and suggest appropriate adjustments.

Unit B3.9 Railroad (RR)-Highway Grade Crossing

Driver-trainees must demonstrate the ability to recognize potential dangers and to demonstrate appropriate safety procedures when RR-highway grade crossings are reasonably available.

Unit B3.10 Night Operation

Driver-trainees must be familiar with how to operate a CMV safely at night. Training providers must teach driver-trainees that night driving presents specific circumstances that require heightened attention on the part of the driver. Driver-trainees must be taught special requirements for night vision, communications, speed, space management, and proper use of lights.

Unit B3.11 Extreme Driving Conditions

Driver-trainees must be familiar with the special risks created by, and the heightened precautions required by, driving CMVs under extreme driving conditions, such as heavy rain, high wind, high heat, fog, snow, ice, steep grades, and curves. Training providers must teach driver-trainees the basic driving habits needed to deal with the specific challenges presented by these extreme driving conditions.

Unit B3.12 Skid Control/Recovery, Jackknifing, and Other Emergencies

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Driver-trainees must know the causes of skidding and jackknifing and techniques for avoiding and recovering from them. Driver-trainees must know how to maintain directional control and bring the CMV to a stop in the shortest possible distance while operating over a slippery surface. Driver-trainees must be familiar with proper techniques for responding to CMV emergencies, such as evasive steering, emergency braking, and off-road recovery. They must also know how to prevent or respond to brake failures, tire blowouts, hydroplaning, and rollovers.

[81 FR 88794, Dec. 8, 2016, as amended at 83 FR 22875, May 17, 2018; 86 FR 57069, Oct. 14, 2021]

Appendix C to Part 380 - Passenger Endorsement Training Curriculum

Passenger (P) endorsement applicants must complete the curriculum outlined in this section, which applies to driver-trainees who expect to operate CMVs in the any of the vehicle groups defined in § 383.91(a)(1)-(3) for which a P endorsement is required.

There is no required minimum number of instruction hours for theory training, but the training provider must cover all the topics set forth in the curriculum. There is no required minimum number of instruction hours for BTW training, but training providers must determine whether driver-trainees have demonstrated proficiency in all elements of the BTW curriculum. Training instructors must document the total number of clock hours each driver-trainee spends to complete the BTW curriculum. The training must be conducted in a passenger vehicle of the same vehicle group as the applicant intends to drive. The passenger endorsement training must, at a minimum, contain the following:

Theory Instruction

Unit C1.1 Post-Crash Procedures

This unit must teach driver-trainees appropriate post-crash procedures, including the requirement that the driver, if possible, assess his or her physical condition immediately after the crash and notify authorities, or assign the task to a passenger or other individuals at the crash scene. Also, training providers must teach driver-trainees how to obtain emergency medical assistance; move on-road vehicles off the road in minor crashes so as to avoid subsequent crashes or injuries; engage flashers, reflective triangles and other warning devices for stopped vehicles; and properly use a fire extinguisher if necessary.

Unit C1.2 Other Emergency Procedures

This unit must instruct driver-trainees in managing security breaches, on-board fires, emergency exit and passenger evacuation training, medical emergencies, and emergency stopping procedures including the deployment of various emergency hazard signals. Instruction must also include procedures for dealing with mechanical breakdowns and vehicle defects while enroute.

Unit C1.3 Vehicle Orientation

This unit must teach driver-trainees the basic physical and operational characteristics of passenger-carrying CMV (e.g., bus and motor coach), including overall height, length, width, ground clearances, rear overhang, Gross Vehicle Weight and Gross Vehicle Weight Rating, axle weights, wheels and rims, tires, tire ratings, mirrors, steer wheels, lighting, windshield, windshield wipers, engine compartments, basic electrical system, brake systems, as applicable, and spare tire storage. Additionally, training providers must instruct driver-trainees in techniques for proper driver seat and mirror adjustments.

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NELSON COUNTY – KENTUCKY

NICKY RAPIER, County Judge Executive
P.O. Box 578 – One Court Square, 2nd Floor
Bardstow, KY 40004-0578

Phone: (502) 348-1800
Fax: (502) 348-1873
ncjudge@bardstown.com

Fiscal Court of Nelson County

Resolution adopting and approving the execution of a Memorandum of Agreement between the Nelson County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$166,828 for the Deatsville Loop-Plum Run Road Project, and

Be it resolved by the Fiscal Court that:

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

The 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 Fiscal Court Clerk of Nelson County is hereby authorized and directed to certify thereto.

COMMONWEALTH OF KENTUCKY, NELSON COUNTY

I, Jeanette Sidebottom, Fiscal Court 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 4th day of October, 2022.

PRINTED NAME JEANETTE SIDEBOTTOM

SIGNED NAME *Jeanette Sidebottom*

FISCAL COURT CLERK OF NELSON COUNTY

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NELSON COUNTY
DEATSVILLE LOOP
PLUM RUN ROAD
\$166,828 – FD39 FUNDS

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
NELSON COUNTY**

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “Department,” and Nelson County, One Court Square, Bardstown, KY 40004, hereinafter referred to as the Local Public Agency (“LPA”).

WITNESSETH:

WHEREAS, the parties hereto desire to resurface Deatsville Loop and Plum Run Road in Nelson County, which shall hereinafter be referred to as the “Project;”

WHEREAS, the LPA desires to be the lead agency and perform this Project to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the LPA shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the LPA has asked the Department for funding assistance for costs incurred during this Project;

WHEREAS, the Department agrees this is a worthwhile Project and is willing to reimburse the LPA up to \$166,828 in state contingency funding (FD39) for the completion of this Project; and

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WHEREAS, any cost in excess of the reimbursement funding (\$166,828) for this Project will be the responsibility of the LPA.

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

1. The Department agrees to reimburse the LPA up to \$166,828 for completion of work by the LPA, or consultants, contractors, or subcontractors hired by the LPA, under the obligations of this Agreement for resurfacing the following county roads:
 - Deatsville Loop (CR 1372) from Milepoint 0.00 extending northerly to the end of county maintenance for approximately 0.830 mile.
 - Plum Run Road (CR 1062) from Milepoint 5.667 extending northerly to Wilkerson Road for approximately 1.780 miles.

This Project is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$166,828 are the responsibility of the LPA. The LPA further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the LPA.

2. The Department has authorized up to \$166,828 in state contingency funding (FD39) for all eligible expenses for this Project. This funding shall be made available for reimbursement to the LPA for all eligible expenses to the Project. The LPA shall be responsible for all eligible costs above the \$166,828 as well as any costs deemed ineligible for reimbursement from this Project. Any additional funding obligated for the completion of this Project shall be evidenced in writing by both parties with a Supplemental Agreement.
3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the Project becomes unavailable for any reason including: the Kentucky

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General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of Project expenditures may be denied, the Project may be cancelled, the timeline extended or the scope amended by the Department either in whole or in part without penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the Department nor may such denial, cancellation, extension or amendment give rise to any claim against the Department.

4. 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 execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the LPA for eligible work activities completed and costs incurred prior to expiration.
5. The LPA shall follow state specifications for each necessary phase of this Project. The LPA shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this Project as lead agency. The LPA will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the Department's District 4 Office in Elizabethtown. In addition, the LPA is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the LPA through the Department's District 4 Chief District Engineer in Elizabethtown prior to the awarding of any contract for work or materials to be used on this Project.
6. Should the Project require any design services, the LPA agrees to use only licensed consultants who are pre-qualified to do work for the Department or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the Department's District 4 Chief District Engineer in Elizabethtown. The LPA shall be responsible for all Project design activities,

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which may be completed either by the LPA's staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The LPA shall submit and obtain concurrences to the Department's District 4 Chief District Engineer in Elizabethtown final design plans, specifications, and a total estimate prior to any construction. When applicable, the LPA must obtain any necessary permits or easements to allow for work to be accomplished on this Project and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the Project require the acquisition of any interest in real property by the LPA, the LPA shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the Department's Division of Right of Way and Utilities and shall be subject to review and approval by the Department.
8. The LPA must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the Department's District 4 Office in Elizabethtown. The LPA acknowledges that the Department will require the placement of a restrictive easement approved by and in favor of the Department in the chain of title of any real property acquired or improved pursuant to the Project. If the owner of any real property acquired or improved pursuant to the Project is not the Department or the LPA, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the Project in the chain of title in favor of the Department prior to final reimbursement by the Department.
9. The LPA shall either adopt in writing the Department's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the Department's Division of Right of Way and Utilities. The LPA shall conduct

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all appraisals and appraisal reviews using personnel meeting the Department's minimum qualifications and listed on the Department's pre-qualified appraiser and reviewer list. If the LPA chooses to use an acquisition consultant on all or any portion of the Project, the selection of the consultant shall be in accordance with the Department's Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the Department's Central Office review appraisers, failure to do so will result in the Project being ineligible for funding reimbursement. The LPA shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The LPA shall provide the Department necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The LPA shall provide the Department necessary documentation for review and approval at various stages of the acquisition process, as described in the Department's Right of Way Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the Project, the execution of a remedy for said conflict and oversight of the execution, and all work related to the Project shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the Project's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the Project. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the Project, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note

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defining the utilities identified in the Project, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the Department's Highway Design Manual, the Department's Standard Drawings, the Department's Standard Specifications for Road and Bridge Construction, the Department's Drainage Manual, the Department's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the Department's Standard Specifications for Road and Bridge Construction, edition of 2019, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all Department List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.
12. The LPA agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The LPA shall be responsible for all Project construction activities, which may be completed either by the LPA's staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the Department. 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. The LPA must receive Department approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the LPA as a result of this Agreement.

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13. 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 LPA agrees as follows:
- a. The LPA 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 LPA 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 LPA agrees to provide, upon request, needed reasonable accommodations. The LPA 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 compensations; and selection for training, including apprenticeship. The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The LPA will, in all solicitations or advertisements for employees placed by or on behalf of the LPA; 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.
 - c. The LPA will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the LPA's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The LPA 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.
 - d. The LPA 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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- e. The LPA 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 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.
- f. In the event of the LPA'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 LPA 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 may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. The LPA 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 sub-contractor or vendor. The LPA 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.
14. The LPA shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the Department's specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The Department shall have access to the Project area and may conduct field reviews of the Project at any time. These field reviews are intended to verify status of the Project, performance of the contractor, adequacy of the LPA oversight, conformance with all laws, regulations, and policies and provide assistance to the LPA as may be necessary.
15. The LPA may submit to the Department's District 4 Office in Elizabethtown current billings reflecting the actual cost of work incurred during any given work period, which will be paid within

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- a reasonable time after receipt by the Department; however, in no event is the LPA to submit billings for work performed for less than a thirty (30) day period. All charges to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The Department may require additional documentation at their discretion.
16. The LPA is responsible for ensuring that all Project construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The LPA will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the Department's District 4 Chief District Engineer in Elizabethtown prior to final payment of the Project. When both the LPA and the Department accept the field work as complete, the LPA's project manager shall certify the Project was constructed in accordance with the plans and specifications and that all funding authorized on this Project has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the Department's Final Acceptance Report, the LPA will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the LPA shall provide the Department with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the Project, and shall survive the completion of and acceptance of the Project. To protect the public interest and maintain the original intent, the LPA agrees to maintain in an acceptable condition all facilities improved by the Project to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the Project improvements are not maintained as a public facility, the LPA shall reimburse the Department for all costs incurred and for all funding expended pursuant to the Project, including any applicable interest.
18. The LPA shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said Project. In order to obtain reimbursement

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from the Department for constructing said Project, the LPA shall submit to the Department's District 4 Office in Elizabethtown documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility.

19. No member, officer, or employee of the Department or the LPA during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The Department and the LPA shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The LPA warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the Department or LPA shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment.
20. To the extent permitted by law, the LPA shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the Project or occurring on or near the Project site.
21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
 - a. The Department reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the LPA. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the LPA, its agents, employees and contractors, the Department shall reimburse the LPA according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
 - b. The LPA may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the LPA by giving thirty (30) days written notice of such request to the

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Department. If the Department agrees to allow the LPA to cancel the Project or cancel its obligations under this Agreement, the LPA shall reimburse the Department for all funding reimbursements made under this Agreement.

c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the LPA and the Department shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the LPA and the Department and be evidenced in writing.

22. The Kentucky General Assembly may allow for a reduction in a 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 contract will be reduced by the amount specified in that document.

23. The Department 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 LPA hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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 61.884.

24. KRS 45A.485 requires the LPA to certify that all contractors shall reveal to the Department, 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 the

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state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The LPA shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract shall be grounds for the LPA's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

25. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
26. The LPA will pass a resolution authorizing the Judge Executive to sign this Agreement on behalf of the LPA. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LPA agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the LPA agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

NELSON COUNTY

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Nicky Rapier
Judge Executive

Jim Gray
Secretary

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY

Designed by:
Todd Shipp

MANAGER

Todd Shipp
Office of Legal Services

9/29/2022
DATE: _____

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Population Reporting Form

Main Jail			
<u>Secure Male</u>		<u>Secure Female</u>	
Class D	5	Class D	0
Alt. Sentence	0	Alt. Sentence	0
Controlled Intake	8	Controlled Intake	1
Parole Violators	3	Parole Violators	0
Federal Inmates	0	Federal Inmates	0
County Inmates	56	County Inmates	15
Total	72	Total	16
<u>Non Secure Male</u>		<u>Non Secure Female</u>	
Class D	12	Class D	1
Class C	3	Class C	1
Alt. Sentence	5	Alt. Sentence	0
Total	20	Total	2

Restricted Custody Center (RCC)			
<u>Non Secure Male</u>		<u>Non Secure Female</u>	
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)			
<u>Non Secure Male</u>		<u>Non Secure Female</u>	
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)

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Population Analysis By Classification And Sex 10/04/2022 to 10/04/2022

Classification Summary

Date	AS	CC-1	CD-1	CD-3	CI	CIRCUIT COURT	COUNTY DISTRICT	DE	FOR ANOTH ER COUNT ON	PAROLE VIOLATI ON	SENTEN CED. DISTRICT	Grand Total
10/4/2022	5	4	13	4	9	32	14	1	1	3	4	110

Classification Specific Breakdown

Classification	Date	Totals	Female	Male	Total
AS	10/4/2022				
CC-1	10/4/2022	5			5
CD-1	10/4/2022	3			4
CD-3	10/4/2022	12			13
CI	10/4/2022	4			4
CIRCUIT COURT	10/4/2022	1			9
COUNTY-DISTRICT	10/4/2022	14			32
DE	10/4/2022	1			14
FOR ANOTH ER COUNT ON	10/4/2022	1			1
PAROLE VIOLATION	10/4/2022	1			1
SENTENCED-DISTRICT	10/4/2022	3			3
Grand Total		18			110

Population Analysis By Classification And Sex Report
JailTracker @ Report Printed On 10/04/2022 08:41 by UserID 367

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**KENTUCKY EMPLOYEES' 457 DEFERRED COMPENSATION PLAN
and
KENTUCKY PUBLIC EMPLOYEES' 401(k) DEFERRED COMPENSATION PLAN**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT ("Agreement") is executed this 4 day of October, 2022 by and between the KENTUCKY PUBLIC EMPLOYEES' DEFERRED COMPENSATION AUTHORITY (hereinafter "KDC") and Nelson County Fiscal Court (hereinafter "Participating Employer" or "Employer").

WITNESSETH:

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted Sections 18A.230 through 18A.275 of the Kentucky Revised Statutes ("KRS") creating the Board of Trustees of KDC (the "Board"); and

WHEREAS, KDC is authorized by such legislation to implement and administer the Kentucky Employees' 457 Deferred Compensation Plan ("457 Plan") and the Kentucky Public Employees' 401(k) Deferred Compensation Plan, which includes the Deemed IRA Program ("401(k) Plan", the 457 Plan and the 401(k) Plan are hereinafter referred to together as the "Plans"); and

WHEREAS, the Board adopted the Kentucky Employees' 457 Deferred Compensation Trust (2012), the Kentucky Public Employees' 401(k) Deferred Compensation Trust and Kentucky Public Employees' Deferred Compensation Authority Deemed IRA Trust (together, the "Trusts") in connection with the Plans to hold and invest assets of the Plans for the exclusive benefit of the Participants of the Plans; and

WHEREAS, Employer is authorized and has, by act of its governing body, elected to participate in the Plans for the benefit of its employees; and

WHEREAS, KDC acts as plan administrator of the Plans; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have their meanings as defined in the Plans, and such terms shall be hereby incorporated by reference.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein, the parties do agree as follows:

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1. APPOINTMENT OF KDC AS AGENT OF EMPLOYER.

(a) Employer has adopted the Plans as a Participating Employer. A copy of the Plans and related Trusts are available upon request. The Plans shall be administered by KDC. Employer appoints KDC, as its agent, to (i) execute Participation Agreements with any Employee of Employer by which he/she becomes a Participant of the Plans; (ii) enroll all Employees in the Plans; and (iii) administer the Plans on behalf of Employer in accordance with the terms of the Plans, KDC procedures and this Agreement. Each Employee shall be eligible for KDC's Deemed IRA Program.

(b) Employer authorizes KDC to perform any and all other acts incidental to the administration of the Plans. It is the intention of this Section 1 to confer upon KDC the authority to perform all administrative acts, in the name of Employer, which Employer is permitted or obligated under the Plans to perform, without regard to whether such act is mandatory or discretionary. Employer agrees to be bound by the terms of the Plans currently in effect and as may be amended.

(c) Employer shall perform those functions which are specifically enumerated in KDC's procedures and shall disclose to KDC such information as may be required for tax law compliance. KDC may rely on such information for all Plan purposes. Employer shall contribute to the Trusts all Employee deferrals within 15 days after payday.

(d) If Employer sponsors any other deferred compensation, 401(k) plan(s) other than the Plans or any tax-sheltered programs, Employer shall have the sole responsibility to maintain compliance with applicable tax provisions with respect to such plans, including, but not limited to, combined contribution limits.

2. ENROLLMENT PROCEDURES, WITHHOLDING AND REPORTING.

(a) Employer adopts, consents to and agrees to act in accordance with the procedures for the enrollment of all Employees, the withholding of deferred amounts, reporting of contributions and distributions, and the remittance of the deferred amounts to the Trusts, and where applicable, taking appropriate corrective measures as determined by KDC for maintaining compliance with Plan terms and the requirements of law. KDC shall not be responsible for the collection of any Contributions to the Plans. Employer shall submit payroll information and deposit contributions through KDC's e-pay system, FAST Pay secure portal, or its equivalent.

(b) Employer agrees to deliver a Participation Agreement to each eligible part-time Employee in accordance with applicable federal tax law and Plan provisions. Any costs, liabilities and expenses resulting from Employer's failure to do so shall be paid by Employer and not KDC.

(c) KDC may direct Employer with respect to such corrective measures to ensure compliance with the Plans and applicable law.

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(d) Employer shall update and return the Employer Data Sheet attached hereto. Employer shall also deliver Employer-related information upon request of KDC. Employer represents and warrants to KDC that all such information is complete and accurate.

3. **CONFIDENTIALITY.** Employer understands and consents to KDC's use and disclosure of any and all information delivered by Employer to KDC to carry out the purposes of this Agreement, including but not limited to, disclosure of information to federal and state agencies with jurisdiction over the Plans or Trusts.

4. **COMMUNICATION WITH PARTICIPANTS.** Employer agrees that it will not communicate with Employees or Participants concerning KDC or the Plans unless such communication has been approved in advance by KDC.

5. **TERM.** The term of this Agreement shall be for a period beginning on the date of its execution and ending on the date there are no accounts of Employer's Employees remaining in the Plans. This Agreement replaces and supersedes any Joinder Agreement entered into by the parties prior to the effective date of this Agreement.

6. **AMENDMENT.** This Agreement may be amended in writing signed by both parties. In addition, KDC may amend this Agreement by delivery of written amendment to the Employer. If Employer does not object in writing to the amendment within 90 days of receipt, this Agreement shall be deemed amended in accordance with such written amendment.

7. **APPLICABLE LAW.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement which shall be effective as of the date first written above.

KENTUCKY PUBLIC EMPLOYEES'
DEFERRED COMPENSATION AUTHORITY

By: _____

Title: Executive Director

EMPLOYER:

By: Nicky Papier
(Authorized Signatory)

Name: Nicky Papier
(please print)

Title: Nelson County Judge Executive

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RESOLUTION OF GOVERNING BODY

Nelson County Fiscal Court
(insert name of governmental unit)

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted Sections 18A.230-18A.275 of the Kentucky Revised Statutes authorizing the creation of the Kentucky Public Employees' Deferred Compensation Authority Board of Trustees and the establishment of the Kentucky Public Employees' Deferred Compensation Authority (KDC); and

WHEREAS, the Commonwealth by KDC sponsors the Kentucky Employees' 457 Deferred Compensation Plan and the Kentucky Public Employees' 401(k) Deferred Compensation Plan which includes KDC's Deemed IRA Program (the Plans) for adoption by local governmental political subdivisions and units; and

WHEREAS, Governmental Unit wishes to adopt and enter that certain Joinder Agreement attached hereto, dated October 4, 2022

NOW THEREFORE BE IT:

RESOLVED, that Nelson County Fiscal Court (insert name of governing body) of Governmental Unit, Commonwealth of Kentucky, hereby enters and adopts the Joinder Agreement with KDC for participation in the 457 Plan and the 401(k) Plan for the benefit of its eligible employees; and,

FURTHER RESOLVED, that Nelson County Fiscal Court (insert name/title of authorized signatory) be, and hereby is, authorized and directed by Governmental Unit to execute the Joinder Agreement with KDC, which authorizes KDC to administer the Plans on behalf of Governmental Unit, and to do all further acts and things, and to execute all further documents in writing, which the authorized signatory determines to be necessary or desirable in order to effect this Resolution.

GOVERNMENTAL UNIT

By: [Signature]
Title: Nelson County Judge Executive
Date: 10/4/22

Attest: [Signature]
Date: 10/4/2022

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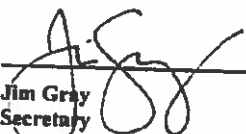
IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

NELSON COUNTY

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET



Nicky Rapier
Judge Executive



Jim Gray
Secretary

DATE: 10/4/22

DATE: 10/06/2022

APPROVED AS TO FORM & LEGALITY

Designated by:


Todd Shipp

Office of Legal Services

DATE: 9/29/2022

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**NELSON COUNTY FISCAL COURT
CITY OF NELSON
KENTUCKY**

RESOLUTION No. 5

**A RESOLUTION ADOPTING THE NELSON COUNTY AREA SOLID WASTE
MANAGEMENT PLAN 2018-2022 UPDATE**

WHEREAS, NELSON County Fiscal Court is required by KRS 224.43-340 and KRS 224.43-345 to submit an update of the area solid waste management plan, and

WHEREAS, the NELSON County Solid Waste Management Area is governed by the NELSON County Fiscal Court; and

WHEREAS, the NELSON County Solid Waste Management Plan 2023-2027 Update sets the agenda for implementation of solid waste reduction and management for the years inclusive of 2023-2027.

WHEREAS, a Public Comment period on the NELSON County Solid Waste Management Plan 2023-2027 Update was conducted in the County.

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

The COUNTY OF NELSON hereby adopts the NELSON County Solid Waste Management Plan 2023-2027 Update and supports its Action Plan, Implementation Plan and associated activities.

This is the 4th day of OCTOBER, 2022 said resolution adopted and approved at a meeting of the NELSON COUNTY FISCAL COURT.

Signed:


NELSON COUNTY JUDGE ELECT.

Attest:

