

# FISCAL COURT ORDERS

MAY 6, 2025

BOOK 47

REGULAR-CLOSED SESSION OF NELSON FISCAL COURT  
9:00 AM

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COURT MET IN REGULAR-CLOSED SESSION, PRESENT COUNTY JUDGE-EXECUTIVE TIM HUTCHINS AND THE FOLLOWING NAMED MAGISTRATES: KEITH METCALFE, ADAM WHEATLEY, M.T HARNED, JEFF LEAR AND JON SNOW.

## MEETING CALLED TO ORDER: COUNTY JUDGE EXECUTIVE TIM HUTCHINS

Executive Session-Judge Hutchins read out loud the KRS Statutes to enter into Executive Session at the end of the meeting.

- A. Per KRS 61.810 (1) (b) Deliberations on the future acquisition or sale of real property by a public agency, but only when publicity would be likely to affect the value of a specific piece of property to be acquired for public use or sold by a public agency.
- B. Per KRS 61.810 (1) (f) Discussions or hearings which might lead to the appointment, discipline, or dismissal of an individual employee, member, or student without restricting that employee's, member's, or student's right to a public hearing if requested. This exception shall not be interpreted to permit discussion of general personnel matters in secret.

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PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Magistrate Keith Metcalfe.

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PRAYER: The Prayer was led by Magistrate Jon Snow.

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COMMUNITY SHOWCASE: State Champ Robotic Team- The Nelson County Up Center Robotic Gladiator League Team was presented by Kelsie Berryman and Charlie Cantrell. The Nelson County Up Center which was formally known as the Area Technology Center/Vocational School. Two years in a row, the team has won the championship. All of the county high schools, including home schoolers and Nelson County Baptist School are represented on the team. See page 557.

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ACHIEVEMENTS AND RECOGNITION: Stephanie Wilson was recognized by Judge Hutchins and Deputy Judge Brad Metcalf for her time and assistance during the recent flooding. Ms. Wilson recognized the Community for volunteering. The volunteers who spent numerous hours to rescue and distribution of supplies during the recent flooding were recognized by Judge Hutchins. See page 558.

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PROCLAMATION: National Correctional Week- Judge Hutchins proclaimed May 4-10, 2025 to be Correctional Employees Week. See page 559.

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PROCLAMATION: National Small Business Week- Judge Hutchins proclaimed May 4-10, 2025 to be National Small Business Week. Lisa Thomas with the Nelson County Chamber was present along with small business owner Sarah Curtsinger. See page 560.

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PROCLAMATION: EMS Week- Judge Hutchins proclaimed May 18-24, 2025 to be Emergency Medical Service Week. See page 561.

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## MATTER OF RECORD:

NELSON COUNTY CONSERVATION DISTRICT FY 2025-2026 ANNUAL BUDGET AND PLAN: A check for the County Dead Animal Pickup was given to County Treasurer Rhonda Fenwick by Greg Catlett of the Nelson County Conservation District. See page 562. The Conservation District's 2025-2026 Annual Budget was approved as a Matter of Record. See pages 563-569.

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## KENTUCKY TRANSPORTATION CABINET RURAL SECONDARY ROAD

PRESENTATION: The State's Rural Secondary Road Program was presented to the Court by representatives of the Kentucky Transportation Cabinet. Funding for repaving Howardstown Road to the Intersection with KY52 will come from this Program.

On motion of Keith Metcalfe, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Kentucky Transportation Cabinet Rural Secondary Road Funds as presented. See pages 570-571.

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## MINUTES APPROVED APRIL 15, 2025 REGULAR FISCAL COURT MEETING:

On motion of Adam Wheatley, second of Jon Snow, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the minutes of the April 15, 2025 Regular Fiscal Court Meeting.

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## BILLS AND TRANSFERS AND ADDITIONAL BILLS APPROVAL AND DISCUSSION: RHONDA FENWICK-COUNTY TREASURER:

On motion of Jeff Lear, second of M.T. Harned, by unanimous vote of the court, IT IS HEREBY ORDERED to authorize the County treasurer to pay the following bills, additional bills and transfers as presented. See pages 572-580.

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PUBLIC COMMENT: None. See page 581.

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PUBLIC WORKS AND ENGINEER REPORT: BRAD SPALDING/JOHN GREENWELL:

## RESOLUTION #4-2025

A- FY2026 County Road Aid Cooperative Agreement- County Engineer Brad Spalding presented to the Court the Resolution to approve and adopt the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky Transportation Cabinet Department of Rural and Municipal Aid for fiscal year beginning.

On motion of Jeff Lear, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and adopt the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky Transportation Cabinet Department of Rural and Municipal Aid for fiscal year beginning July 1, 2025. See pages 582-589.

## RESOLUTION #5-2025

B- Sullivan Lane Bridge Replacement- County Engineer Brad Spalding presented to the Court the Resolution to approve and adopt the execution of a Memorandum of Agreement between Nelson Fiscal Court and the Commonwealth of Kentucky Transportation Cabinet Department of Highways.

On motion of Jeff Lear, second of Keith Metcalfe, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and adopt the execution of a Memorandum of Agreement between Nelson Fiscal Court and the Commonwealth of Kentucky Transportation Cabinet Department of Highways. See pages 590-606.

County Engineer reported the County Industrial Park Road is roughly 70% finished.

John Greenwell Assistant County Engineer gave an update on the following:

Waterlines: Hurricane Hills, Thornsberry Lane, Bennetts Lane, Robert Taylor Lane.

The Tire Amnesty Program will be at the Nelson County Fairgrounds on Thursday 5/8/25 and Friday 5/9/25 from 8:00-4:00 and Saturday 5/10/25 from 8:00-12:00.

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## MAGISTRATE REPORTS:

MAGISTRATE KEITH METCALFE- Thanked everyone who worked on the Howardstown Road Paving Project.

MAGISTRATE M.T. HARNED- NO REPORT

MAGISTRATE JEFF LEAR- NO REPORT

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MAGISTRATE REPORTS: continued

MAGISTRATE JON SNOW- NO REPORT

MAGISTRATE ADAM WHEATLEY- NO REPORT

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DEPUTY JUDGE/EMA UPDATES: BRAD METCALF:

EMA Director Brad Metcalf informed the Court the First Round of FEMA Assistance for Kentucky has been approved. The Request for the Second Round of Assistance has been submitted. Director Metcalf expressed thanks to Michael Reynolds, John Hendricks, Missy Lanham, Catherine Beavers, the local community and all departments and agencies for their time and assistance during the recent flood in the County.

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JUDGE HUTCHINS REPORT:

Judge Hutchins also expressed thanks to Jonathan and Charity Curtsinger who rescued several flood victims. Also recognized was Jacob Anderson, Kristy Reynolds, Red Cross, County Extension Office and everyone who assisted.

Judge Hutchins discussed some of the Roads that have FEMA Claims.

Catherine Beavers, County Finance Officer and Judge Hutchins gave an update on the Delinquent Garbage Bills. If needed, County Attorney Chip McKay will arrange payment plans.

Judge Hutchins introduced James Victory, Representative from United States Congressman Brett Guthrie's Office.

A- New Hires- Robert Pierce, full time Driver/Laborer. See page 607.

On motion of Adam Wheatley, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the New Hire List as presented. Robert Pierce, full time Driver/Laborer.

B- Old Courthouse First Floor Renovations and Building HVAC Replacement Bids- County Engineer Brad Spalding presented the Replacement Bids for the First Floor Renovation and Building HVAC Replacement. See page 608.

On motion of Adam Wheatley, second of Jon Snow, by a 4-1 vote of the court, with Magistrates Keith Metcalfe, Adam Wheatley, Jeff Lear and Jon Snow voting yes and Magistrate M.T. Harned voting no. IT IS HEREBY ORDERED to approve the lower Bid from M&J Construction for a total cost \$1,420,000.00. The Nelson County Tourism will pay \$600,000.00 of the Renovation for the First Floor. Construction will begin July 2025.

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## JUDGE HUTCHINS REPORT: continued

During construction, second floor offices will relocate at the rented property at 129 Parkway Drive.

The Commonwealth Attorney's Office will be relocated from Parkway Drive to the new location June 30, 2025.

Tourism, Chamber, Main Street and NCEDA will work remotely during the renovation.

See page 609 for the Renovations Timelines and Expenses.

C- Janitorial Bids- County Engineer Brad Spalding presented to the Court the Janitor Bids Recommendations for the County Buildings. See page 610.

On motion of M.T. Harned, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Janitorial Bids as presented.

Inmate Work Program- Judge Hutchins presented to the Court the Nelson County Correctional Center Inmate Work Program Milestone. See pages 611-612.

Judge Hutchins discussed some of the other County Safety Programs that will help with the Insurance Rates.

D- 2025-2026 Budget Review- Review only, discussions will be at the next meeting.

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OLD OR NEW BUSINESS: NONE

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## MOTION TO GO OUT OF REGULAR SESSION AND ENTER INTO EXECUTIVE SESSION:

On motion of Keith Metcalfe, second of M.T. Harned, by unanimous vote of the court, IT IS HEREBY ORDERED to go out of Regular Session and enter Executive Session.

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## MOTION TO GO OUT OF EXECUTIVE SESSION AND ENTER INTO REGULAR SESSION:

On motion of Jon Snow, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to go out of Executive Session and enter into Regular Session.

\*\*\*

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County Attorney Chip McKay presented to the Court KRS 67.08202 (3) and (4). The Statute justifies the sale of property determined to be in the County's best interest to sell. He asked the Court for a motion to authorize Judge Hutchins to sign documents relating to the sale of property located in the Industrial Park.

On motion of Adam Wheatley, second of Jon Snow, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and justify the sale of property and authorize Judge Hutchins to sign all documents relating to the sale of property located in the Industrial Park. See page 613.

County Attorney Chip McKay asked for a motion to authorize Judge Hutchins to sign all documents relating to an Agreement for sale and purchase Real Estate between Nelson Fiscal Court and M&M Property Holdings LLC of Bardstown. A parcel of land consisting of approximately 12.231 acres located on Parkway Drive in Bardstown.

On motion of Jon Snow, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to authorize Judge Hutchins to sign all documents relating to the sale from Nelson Fiscal Court and M&M Property Holdings LLC. See pages 614-622.

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On motion of Jeff Lear, second of M.T. Harned, by unanimous vote of the court, IT IS HEREBY ORDERED to adjourn the May 6, 2025 Regular-Closed Session Fiscal Court.

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TIM HUTCHINS, NELSON COUNTY JUDGE/EXECUTIVE

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JEANETTE HALL SIDEBOTTOM, NELSON COUNTY CLERK

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# FISCAL COURT ORDERS

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**Nelson County – Kentucky**  
**Tim Hutchins – County Judge Executive**  
PO Box 578 – One Court Square, 2<sup>nd</sup> Floor  
Bardstown, KY 40004  
502-348-1800  
judge@nelsoncountyky.gov



Magistrate District #1: Keith Metcalfe  
Magistrate District #2: Adam Wheatley  
Magistrate District #3: MT Harned  
Magistrate District #4: Jeff Lear  
Magistrate District #5: Jon Snow

## Proclamation

WHEREAS, The corrections profession is a demanding and honorable field, which involves the critical tasks of custody and supervision of individuals involved in the legal process, and plays a critical role for Kentuckians and their safety; and

WHEREAS, These distinguished individuals face hazards every day while serving the citizens of the Commonwealth in a professional manner, and

WHEREAS, All correctional employees, including administrators, probation and parole officers, correctional officers, treatment specialists, wardens, health care professionals, chaplains, teachers, and support staff, are devoted to providing a safe, secure, and humane environment for staff and inmates by putting public safety first while implementing legislative and judicial mandates; and

WHEREAS, These employees work in collaboration with community and religious organizations, local governments, and the families with the purpose of facilitating a successful re-entry and transition back into society; and

WHEREAS, The Nelson County Corrections Center understands the essential role of developing a future for those people entrusted to its care and the benefit of providing career advancement opportunities for those individuals as they reenter the workforce, and

WHEREAS, All correctional employees are recognized by the Fiscal Court of Nelson County as one of its most valuable assets.

NOW, THEREFORE, I, Tim Hutchins, Judge-Executive of Nelson County, do hereby proclaim May 4<sup>th</sup> – 10<sup>th</sup>, 2025, as

## **CORRECTIONAL EMPLOYEES WEEK**

Effective this 6<sup>th</sup> day of May the year of our Lord, 2025.

Tim Hutchins  
Judge-Executive  
Nelson County Fiscal Court

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Nelson County – Kentucky  
Tim Hutchins – County Judge Executive  
PO Box 578 – One Court Square, 2<sup>nd</sup> Floor  
Bardstown, KY 40004  
502-348-1800  
[judge@nelsoncountyky.gov](mailto:judge@nelsoncountyky.gov)



Magistrate District #1: Keith Metcalfe  
Magistrate District #2: Adam Wheatley  
Magistrate District #3: MT Harned  
Magistrate District #4: Jeff Lear  
Magistrate District #5: Jon Snow

## PROCLAMATION

**WHEREAS**, small businesses are the backbone of the American economy and the foundation of a free and prosperous nation—built by men and women who work hard, take risks and believe in the power of the American Dream; and

**WHEREAS**, small businesses make up more than 99 percent of all private sector employers and create nearly two out of every three new jobs in America, fueling opportunity and driving local economies across every corner of this great country; and

**WHEREAS**, whether in our fields, on our factory floors or at the frontiers of technology, small businesses are driving the innovation and building the products that keep America strong, competitive, and secure; and

**WHEREAS**, in recent years, small business owners have faced unprecedented challenges, from record-high inflation to reckless federal spending and burdensome regulations, yet they have remained resilient in their commitment to delivering for America's communities; and

**WHEREAS**, despite these headwinds, the American spirit of enterprise endures, and we now stand at the threshold of new a Golden Age for small business, built on common sense, pro-growth policies that put our people, our workers, and job creators first; and

**WHEREAS**, under strong leadership that prioritizes energy independence, secure borders, and fair trade, we can once again restore American dominance, self-reliance and independence; and

**WHEREAS**, Nelson County shares the current administration's commitment to cutting red tape, keeping taxes low and fighting for the hardworking entrepreneurs who power our economy from the ground up; and

**WHEREAS**, National Small Business Week has been proclaimed by the President of the United States since 1963, honoring the vital role of small businesses in creating jobs, growing the economy and anchoring our communities;

**NOW, THEREFORE**, I, Tim Hutchins, Judge-Executive of Nelson County Kentucky, do hereby proclaim May 4 through May 10, as **National Small Business Week** in Nelson County and thank them for their dedication and for their steadfast commitment to our Country, the Commonwealth, and this County.

A handwritten signature in black ink, appearing to read 'Tim Hutchins', written over a horizontal line.  
Tim Hutchins  
Nelson County Judge-Executive

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## EMS WEEK

May 18-24, 2025

We Care. For Everyone.

### EMS Week Proclamation

To designate the Week of May 18-24, 2025, as Emergency Medical Services Week (EMS Week).

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

*THEREFORE, I, Tim Hutchins, Nelson County Judge Executive, Bardstown, KY in recognition of this event do hereby proclaim the week of May 18 - 24, 2025, as*

### EMERGENCY MEDICAL SERVICES WEEK

The 51<sup>st</sup> anniversary of EMS Week theme is **EMS WEEK: We Care. For Everyone.** I encourage the community to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and the essential service it provides.

Tim Hutchins  
Nelson County Judge Executive

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# FISCAL COURT ORDERS

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ANNUAL BUDGET NELSON CONSERVATION DISTRICT JULY 1, 2025-JUNE 30, 2026
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BALANCE BROUGHT FORWARD JULY 1, 2025		\$277,009.43
	<b>RECEIPTS</b>	
<b>R10000 TAXES</b>		<b>\$213,707.41</b>
R10100 MILLAGE TAX	\$211,901.73	
R10200 DELINQUENT TAX	\$1,842.99	
R10300 FRANCHISE TAX	\$0.00	
R10400 MINERAL TAX	\$0.00	
R10500 TELECOMMUNICATIONS TAX	\$0.00	
R10600 SAND AND GRAVEL TAX	\$0.00	
R10700 SALES TAX	\$182.69	
<b>R20000 PERMITS AND LICENSES</b>		<b>\$0.00</b>
<b>R30000 PAYMENTS IN LIEU OF TAXES</b>		<b>\$0.00</b>
<b>R40000 INTERGOVERNMENTAL REVENUES</b>		<b>\$326,124.18</b>
R40100 FISCAL COURT	\$0.00	
R40110 GENERAL FUNDS	\$0.00	
R40120 DEAD ANIMAL	\$0.00	
R40130 OTHER	\$0.00	
R40200 CITY	\$0.00	
R40300 STATE	\$0.00	
R40310 DIRECT AID	\$326,124.18	
R40320 STATE COST SHARE	\$4,851.30	
R40330 ENVIRONMENTAL GRANT	\$186,054.89	
R40340 GOAP	\$5,000.00	
R40341 CAIP, NEXT GENERATION & YAIP	\$130,218.00	
R40342 ADMINISTRATIVE	\$123,707.10	
R40343 SHARED USE	\$6,510.90	
R40344 DEAD ANIMAL REMOVAL	\$0.00	
R40350 EQUIPMENT LOAN	\$0.00	
R40360 319 GRANTS	\$0.00	
R40361 PROGRAM FUNDING	\$0.00	
R40362 ADMINISTRATIVE	\$0.00	
R40400 FEDERAL	\$0.00	
R40410 EMPLOYEE PARTNERSHIP PROGRAMS	\$0.00	
R40420 NACD GRANTS	\$0.00	
R40430 PRUDE	\$0.00	
R40440 WATERSHED FUNDS	\$0.00	
<b>R50000 CHARGES FOR SERVICES</b>		<b>\$52,992.54</b>
R50100 EQUIPMENT RENTAL	\$47,193.65	
R50110 LIME SPREADER	\$1,297.00	
R50120 NO-TILL DRILLS	\$13,757.15	
R50130 HAY BALE WRAPPER	\$30,634.50	
R50140 AERATOR	\$472.00	
R50150 SPRAYER	\$1,033.00	
R50200 INFRASTRUCTURE RENTAL	\$0.00	
R50300 DISTRICT SALES	\$5,798.89	
<b>R60000 OTHER REVENUES</b>		<b>\$1,308.67</b>
R60100 REIMBURSEMENTS	\$1,308.67	
R60200 SURPLUS PROPERTY	\$0.00	
R60300 EQUIPMENT LOAN CONTRACTOR PAYMENTS	\$0.00	
R60310 PRINCIPAL	\$0.00	
R60320 INTEREST	\$0.00	
R60330 FEES	\$0.00	
R60400 GRANTS FROM PARTNERS	\$0.00	
R60500 INVESTMENT INCOME	\$0.00	
R60600 OTHER REVENUES	\$0.00	
<b>R70000 INTEREST EARNED</b>		<b>\$110.38</b>
R70100 BANK ACCOUNT	\$110.38	
R70110 CHECKING	\$110.38	
R70120 SAVINGS	\$0.00	
R70130 MONEY MARKET	\$0.00	
R70200 CERTIFICATES OF DEPOSIT	\$0.00	
<b>TOTAL RECEIPTS</b>		<b>\$594,243.18</b>
<b>TOTAL AVAILABLE</b>		<b>\$871,246.61</b>

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	EXPENDITURES	
E10000 PERSONNEL		<u>\$74,300.36</u>
E10100 SALARIES AND WAGES		<u>\$85,426.50</u>
E10110 NET SALARY	\$54,600.00	
E10120 FEDERAL TAXES	\$4,500.00	
MEDICARE AND SOCIAL SECURITY TAXES	\$4,200.00	
E10130 STATE TAXES	\$2,051.50	
E10140 OTHER TAXES	\$75.00	
E10200 PER DIEM	\$6,464.92	
E10300 HEALTH INSURANCE	\$0.00	
E10400 WORKERS COMP	\$1,390.34	
E10500 UNEMPLOYMENT	\$66.40	
E10600 RETIREMENT	\$0.00	
E10700 OTHER	\$950.20	
E20000 OPERATING EXPENSE		<u>\$87,017.46</u>
E20100 CONTRACTED SERVICES		<u>\$33,754.54</u>
E20110 ADVERTISING AND PRINTING	\$3,315.26	
E20120 PROFESSIONAL SERVICES	\$3,000.00	
E20130 MAINTENANCE AND REPAIRS	\$5,060.41	
EQUIPMENT & FILTER FABRIC SALES TAXES	\$162.69	
E20140 UTILITIES	\$703.00	
E20150 RENTS AND LEASES	\$0.00	
E20160 INSURANCE AND BONDS	\$2,447.24	
E20180 OTHER CONTRACT EMPLOYEES/ENTITIES	\$19,065.94	
E20200 MATERIALS AND SUPPLIES		<u>\$25,462.92</u>
E20210 OFFICE SUPPLIES	\$23,904.90	
E20220 TREES AND TREE BAGS	\$1,558.02	
E20300 OTHER OPERATING EXPENSE		<u>\$27,800.00</u>
E20310 EDUCATION AND PROMOTION		
AG IN THE CLASSROOM	\$3,000.00	
AG DAY	\$1,300.00	
ART AND WRITING	\$2,300.00	
DISPLAYS	\$1,300.00	
EDUCATIONAL MATERIAL	\$1,000.00	
ENVIRONMENT	\$1,400.00	
FIELD DAY	\$2,800.00	
MASTER CONS & OUTSTANDING COOP	\$200.00	
KENTUCKY FOREST LEADERSHIP PROG.	\$1,000.00	
OUTDOOR CLASSROOM	\$3,000.00	
SCHOLARSHIPS	\$10,000.00	
E20302 FEES	\$500.00	
E20330 WATERSHED MAINTENANCE AND OPERATION		
E30000 ADMINISTRATION		
E30100 DUES AND SUBSCRIPTIONS	\$668.99	
E30200 TRAVEL AND TRAINING	\$1,147.40	
E30300 GRANTS AND DONATIONS	\$1,000.00	
E30400 PROGRAMS		<u>\$355,272.88</u>
E30410 STATE COST SHARE	\$186,054.88	
E30420 CAIP, NEXT GENERATION & YAIP	\$123,707.10	
ADMINISTRATIVE FEES	\$6,510.90	
E30430 LOCAL COST SHARE	\$0.00	
E30440 ENVIRONMENTAL GRANTS	\$5,000.00	
E30450 319 ADMINISTRATION	\$0.00	
E30460 OTHER/SPECIAL PROJECTS	\$34,000.00	
FILTER FABRIC	\$10,000.00	
SOIL, MANURE AND ANIMAL WASTE TESTING	\$8,000.00	
TREE REBATE, SEED GIVEAWAY, BACKYARD CONS	\$16,000.00	
E30500 INVESTMENT LOSS		
E40000 CAPITAL OUTLAY		<u>\$0.00</u>
E40100 LAND	\$0.00	
E40200 LAND IMPROVEMENT	\$0.00	
E40300 BUILDING CONSTRUCTION	\$0.00	
E40400 BUILDING IMPROVEMENT	\$0.00	
E40500 FURNITURE AND FIXES	\$0.00	
E40600 EQUIPMENT	\$0.00	
E40700 VEHICLES	\$0.00	
E50000 DEBT SERVICE		<u>\$0.00</u>
E50100 SHORT TERM DEBT PRINCIPAL	\$0.00	
E50200 SHORT TERM DEBT INTEREST	\$0.00	
E50300 LOAN PRINCIPAL TO OTHER GOVERNMENTS	\$0.00	
E50400 LOAN INTEREST TO OTHER GOVERNMENTS	\$0.00	
<b>TOTAL EXPENDITURES</b>		<u><u>\$519,407.09</u></u>
<b>BALANCE ON HAND AS OF JUNE 30, 2024</b>		<u><u>\$351,830.52</u></u>

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I CERTIFY THAT THIS BUDGET HAS BEEN CONSIDERED AND APPROVED BY THE YOUR COUNTY CONSERVATION DISTRICT.	
<u>Danny Caldwell</u> CONSERVATION DISTRICT TREASURER	<u>3-3-25</u> DATE
CONSIDERED AND/OR UPDATED FIRST QUARTER (JULY-SEPTEMBER)	
CONSERVATION DISTRICT TREASURER _____	DATE _____
CONSIDERED AND/OR UPDATED SECOND QUARTER (OCTOBER-DECEMBER)	
CONSERVATION DISTRICT TREASURER _____	DATE _____
CONSIDERED AND/OR UPDATED THIRD QUARTER (JANUARY-MARCH)	
CONSERVATION DISTRICT TREASURER _____	DATE _____

# FISCAL COURT ORDERS

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## NELSON COUNTY CONSERVATION DISTRICT ANNUAL PLAN OF WORK

Fiscal Year 2025-26

### MAJOR OBJECTIVES:

1. Will provide leadership to Nelson County landowners on conservation issues.
  - i** A. *Promote the application of conservation on the Land*
  - B. *Maintain a functional partnership office*
  - C. *Provide legislative leadership regarding conservation policy*
  - D. *Promote mutual respect, support, trust and honesty*
  - E. *Strengthen our leadership capacity as a District.*
  
2. With an agreement with Kentucky Association of Conservation Districts, Nelson County Conservation District will help provide funding to employ a Conservation Technician, to be stationed in Nelson County and deliver conservation in the nine county Lebanon Work Unit, as needed.
  - i** A. *Technician will assist primarily Nelson, Spencer and Bullitt Counties, in the planning, implementation and inspection of practices installed under the Farm Bill programs.*
  
3. Will continue the Nelson County program utilizing Phase I Funds allowing our farmers to improve and diversify their current farm operations.
  - i** A. *Improve net farm income that affect former and current tobacco farmers*
  - B. *Help tobacco-impacted communities and agriculture across the state through stimulating markets for Nelson County agricultural products*
  - C. *Help find new ways to value Nelson County agricultural products*
  - D. *Always exploring new opportunities for Nelson County farms and farm products.*
  - E. *Will hire employee to conduct CAIP and Next Generation Farmer Site Visits*

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4. Will assist landowners with implementing a Kentucky Agriculture Water Quality Plan.

- i** A. Will help document best management practices are being followed to protect water resources
- B. Will assist landowner, with periodically reviewing and updating their plan to reflect changes in their farming and forestry practices or land ownership.
- C. Protect both surface and groundwater from agricultural contaminants.
- D. Will assist landowners, with developing and implementing their Nutrient Management Plan.

5. Will carry out FSA responsibilities, according to current regulations. Will develop and sustain land treatment watersheds.

- i** A. Will provide one-on-one technical assistance for all cooperators requesting implementation assistance to reduce erosion on cropland
- B. Provide technical assistance for status reviews, randomly selected at the national level
- C. Will plan recon farms and newly purchased farms with owners, within 15 days after requests. Will ensure that BMP's and conservation practices are technically sound
- D. Will continue to address resource concerns on a watershed basis, identifying, prioritizing and developing alternatives within watersheds
- E. Continue to work with the city of Bardstown and Nelson County Government in developing alternatives within watersheds
- F. Reduce cropland erosion, reduce pastureland erosion and implement animal waste holding facilities to improve water quality within the county.

6. Will promote Natural Resource education programs to civic and professional organizations.

- i** A. Provide tree seedlings to landowners in the county
- B. Provide continual support to our nine Elementary, Middle and High School outdoor classrooms. Provide support for all schools, who request help starting an Outdoor Classroom
- C. Provide informational programs to students quarterly and provide educational material
- D. Provide land use and resource information to civic and professional groups, including new law updates, policy changes, base resource information
- E. Promote Soil Stewardship Week. Provide materials to churches and/or schools
- F. Promote Art and Writing Contests. Provide prizes to county winners in all categories. Provide prizes to all school winners and finalists. Present awards to schools with 100% participation
- G. Provide funding to send two students to Forest Leadership Camp
- H. Provide Dead Animal Removal Service
- I. Provide Filter Fabric to landowners, at the Conservation District cost
- J. Provide funding for Soil Test, Forage Test, and Waste Management Test, through the University of Kentucky.

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7. Promote the use of the no-till drills, aerator, hay bale wrappers, lime spreader and pasture sprayer. Promote equipment loans through the Division of Conservation.

- i** A. *Provide two no-till drills and one aerator to local landowners, to rent. We hope to encourage no-till methods and pasture renovation*
- B. *Provide two Hay Bale Wrappers, for rent, to local landowners*
- C. *Provide a Sprayer, for rent, to encourage pastureland weed control*
- D. *Provide Lime Spreader to landowners to spread lime*
- E. *Provide information sheets to farmers about no-till methods and pasture renovation*
- F. *Assist contractors when requesting an equipment loan and assist him with monthly loan payment paperwork*

8. Work with government agencies, businesses, industry and individuals to provide soils and other resource information as requested. Observe Memorandum's of Understanding with each group or unit of government.

- i** A. *Division of Water: Help all landowners protect Nelson County Waters and provide both technical and financial assistance when potential problems occur.*
- B. *Planning and Zoning: Provide data on soils and other related resources. Provide prime farmland information along with other pertinent information using the LESA system. Work with NRCS on planning for subdivision plat review committees.*
- C. *Division of Forestry: Work in conjunction with tree planting programs and conservation reserve programs. Also work together to promote and implement EQIP.*
- D. *Division of Fish and Wildlife: Work to improve wildlife habitat and improve CRP, EQIP and CSP.*
- E. *Natural Resources Conservation Service: Provide clerical assistance, equipment and recommend workload direction. Work to improve and protect our natural resources under CRP, EQIP and CSP programs.*
- F. *Farm Service Agency: Work to provide technical assistance on all cost share programs to insure additional financial opportunities for area farmers*
- G. *Extension Service: Will help with the Agriculture Field Day. Will provide County Agriculture Investment Program (CAIP) and NEXT GEN information to Robbie Smith, Extension Agent.*
- H. *Division of Conservation: Will continue educating all landowners on the Agriculture Water Quality Act and provide each landowner with workbooks to develop and implement their Water Quality plan. Will promote State Cost Share and the Regional Conservation Partnership Program*
- I. *Review Memorandum of Understanding and Supplemental Memorandum of Understanding with each agency and Administrative Secretary.*
- J. *Protect the rights of minority and women by maintaining quality equal services and civil rights are not being neglected.*

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9. Participate and sponsor local events and promote conservation.

- i** A. *Earth Day*
- B. *Agriculture Field Day*
- C. *Soil Stewardship Week*
- D. *Nelson County Fair Agriculture Day*
- E. *Elementary Schools STEAM Day*

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## RURAL SECONDARY PROGRAM

The program is funded by 22.2% of the Motor Fuel Tax receipts.

These funds are allocated to all 120 counties based on a five point formula.

### *Five Point Formula*

- 1/5 Equally among all counties
- 1/5 Based on rural population
- 1/5 Based on road miles
- 2/5 Based on land area

Money allocated to a county is not transferable to another county.



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**Nelson County Fiscal Court  
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Name	Memo	Account	Amount
<b>01 General Fund</b>			
ADP	Payroll Processing	9100301 · Payroll Processing	\$ 1,570.22
American Tire	2021 Explorer	5105340 · Law Enforc Vehicle maintenance	658.48
Bachman	Brakes, rotors	5105340 · Law Enforc Vehicle maintenance	1,712.50
Bethlehem High School	FY 2024-2025 Student Transportation	6301370 · School Children Transport	177,980.00
Bluegrass Automotive	2017 Explorer - timing chain, water pump	5105340 · Law Enforc Vehicle maintenance	3,748.72
Bluegrass Automotive	2021 Tahoe - idler repairs	5105340 · Law Enforc Vehicle maintenance	358.61
Bluegrass Automotive	2022 Tahoe - brake pads/shoes	5105340 · Law Enforc Vehicle maintenance	274.40
Bluegrass Automotive	2018 Explorer - catalytic converter repairs	5105340 · Law Enforc Vehicle maintenance	2,455.93
Buzick	Evidence room door repairs	5105334 · Law Enforc Building Maint	7.89
Buzick	Gutter repairs	5205343 · Shelter Clinic Expense	3.49
Chase Card Services	Postage, subscriptions, office supplies	5001445 · CJE Office Expense	544.17
Chase Card Services	Zoom subscription	5025318 · Recording and broadcast expense	219.89
Chase Card Services	Continuing education, office supplies	5040445 · Treasurer Office Expense	590.24
Chase Card Services	Kitchen supplies	5080334 · Old Courthouse Bldg Supplies	10.72
Chase Card Services	Door stop wedge, key	5081334 · Justice Center Maint Supplies	65.88
Chase Card Services	Trauma kits	5105435 · Law Enforc Supplies	663.96
Chase Card Services	Postage	5115502 · Inspection and Permit Expense	56.00
Chase Card Services	Animal food and supply	5205343 · Shelter Clinic Expense	816.16
Chase Card Services	Cat trees, scratching posts	5205446 · Animal Control Grant Projects	95.18
Chase Card Services	Fans	5301515 · General Welfare Assistance	279.79
Chase Card Services	Locks, parking stencils	5401467 · Recreation Supplies & Equipment	188.59
Chase Card Services	Building/auditorium supplies	5415334 · Civic Center Bldg Supplies	310.70
Chase Card Services	Telephone service	9100573 · Telephones	2,733.57
Cintas	Mats	5010334 · Sutherland Bldg Maint Supplies	16.74
Cintas	Mats	5080334 · Old Courthouse Bldg Supplies	26.34
Cintas	Mats, cleaning and bathroom supplies	5081334 · Justice Center Maint Supplies	346.74
Cintas	Mats, custodial and cleaning supplies	5105334 · Law Enforc Building Maint	301.24
Cintas	Mats	5415334 · Civic Center Bldg Supplies	13.17
Coulter's Towing	Forklift rental	5330515 · Feed America Program	125.00
Cummins Crosspoint	Generator service agreement	5305334 · Sr Citizens Bldg Supplies	477.92
Cundiff, Leo	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Danville Office	Office supplies, copier agreement	5001445 · CJE Office Expense	358.24
Danville Office	Paper	5040445 · Treasurer Office Expense	62.90
Danville Office	Office supplies	5115502 · Inspection and Permit Expense	577.70
Danville Office	Monthly copier agreement	5115502 · Inspection and Permit Expense	38.91
Duplicator Sales	Copier fees	5205343 · Shelter Clinic Expense	39.27
Economy Pest Control	Culvertown BP - portable toilet 0425	5401467 · Recreation Supplies & Equipment	125.00
Friends of Wickland	Wickland Cleaning	5086334 · Wickland Building Maint	227.50
Galls	Uniforms and supplies	5105481 · Law Enforc Uniforms	546.79
Hillyard	Trash bags, towels, safety signage	5205343 · Shelter Clinic Expense	391.74
Humane Society	Spay/neuter/vaccines 0325	5205549 · Shelter Vaccine and Meds	3,577.40
Interstate Security	Fire alarm system setup	5010334 · Sutherland Bldg Maint Supplies	389.00
Interstate Security	Fire alarm monitoring May-Dec 2025	5010334 · Sutherland Bldg Maint Supplies	400.00
Interstate Security	Service call	5105334 · Law Enforc Building Maint	20.00
KMCA	Training - Harned, Wheatley	5025569 · Magistrates Training	240.00
Ky Office of Technology	Laptop utilization fees	5065427 · Elections Supplies	65.00
L&W Emergency Equip	2025 Explorer - insurance claim	5105340 · Law Enforc Vehicle maintenance	5,828.40

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**Nelson County Fiscal Court  
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Name	Memo	Account	Amount
<b>01 General Fund (continued)</b>			
Lemieux, James	Engineering design - road, sewer, water	741 01 · KIPDA Project 2024-2025	3,250.00
Lincoln Trail ADD	Regional grant matching funds	5231342 · Lincoln Trail Grant	566.16
Lowe's	Water leak repairs	5081334 · Justice Center Maint Supplies	124.96
M & J Construction	Construction Draw #4	5063742 · Licensing Office Building	43,257.38
M & J Construction	Construction Draw #4	5064742 · Comm Atty Office	42,762.37
Metcalf, Bradley D	KEMA Membership 2025	5135446 · Emergency Mgmt Program Expense	100.00
Midwest Vet Supply	Medical supplies	5205343 · Shelter Clinic Expense	208.15
Nelson Co Schools	FY 2024-2025 Student Transportation	6301370 · School Children Transport	45,840.40
Oil Guys	Oil Changes	5105340 · Law Enforc Vehicle maintenance	493.61
Revelation Properties	Office rent	5064364 · Comm Atty Office Rent	1,400.00
Riley Fire and Safety	Fire extinguisher inspection	5105334 · Law Enforc Building Maint	603.00
Thompson, John G	Building inspections	5115348 · Contracted Services	1,300.00
Wimpsett, Tyler	Contract labor 0425-0525	5401329 · Recreation Maint Contracts	3,666.66
<b>Total 01 General Fund</b>			<b>353,212.78</b>
<b>02 Road Fund</b>			
All State Truck Sales	2011 F350	6105340 · Vehicle Maint and Repair	425.75
Allied Cleaning Solutions	Shop rags	6105427 · Garage supplies	145.50
Bardstown Mills	Straw - Woodlawn Rd	6105431 · Fences, ROW, Tree Removal	147.60
Bumper to Bumper	Vehicle repair and maintenance	6105340 · Vehicle Maint and Repair	434.13
Bumper to Bumper	Gear oil	6105427 · Garage supplies	24.99
Bumper to Bumper	Fleet repair and maintenance	6105443 · Parts	150.20
Buzick	Side boards for dump trucks	6105443 · Parts	43.78
Buzick	Mortar	6105457 · Bridge & Culvert Materials	320.70
Chase Card Services	Subscriptions and services	6103445 · Office Expenses	308.67
Cintas	Cleaning and bathroom supplies	6103411 · Cleaning and custodial supplies	165.79
Cintas	Uniforms	6105481 · Uniforms	802.28
CMI Equipment	Gradall	6105443 · Parts	276.47
Duplicator Sales	Copier fees	6103445 · Office Expenses	37.77
Etown Overhead Door	Door repairs	6103334 · Building & Grounds Maintenance	280.00
Fastenal	Wire strippers	6105427 · Garage supplies	123.86
Genesco Tire	Bushhog tires	6105479 · Tires	1,737.00
Holt Computers	Computer - Chris	6103445 · Office Expenses	1,175.00
Ky Truck Sales, Inc.	Truck 310	6105443 · Parts	21.79
Lasco	Trailer repairs	6105443 · Parts	248.06
Mattingly, Lee	Computer services	6103445 · Office Expenses	325.00
Tatum Auto Supply	Vehicle repairs	6105340 · Vehicle Maint and Repair	56.02
Tatum Auto Supply	Oil dry, shop supply	6105427 · Garage supplies	93.43
Tatum Auto Supply	Fleet repair and maintenance	6105443 · Parts	688.21
Tractor Supply	Salt spreader cart repairs	6105443 · Parts	151.96
Truck Parts & Service	Filters, industrial enamel	6105443 · Parts	49.03
Wright Implement	5525 JD	6105443 · Parts	138.06
<b>Total 02 Road Fund</b>			<b>8,371.05</b>
<b>04 LGEA Fund</b>			
Haydon Materials	Misc county roads	6105409 · Rock	3,059.06
Mago Construction	Cold mix	6105405 · Hot and cold mix	2,137.05
<b>Total 04 LGEA Fund</b>			<b>5,196.11</b>

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Name	Memo	Account	Amount
<b>03 Jail Fund</b>			
American Detention Centers	Door strike repairs	5101334 · Building Maintenance	2,960.00
Buddi US	Tracking devices	5101446 · Jail Supply and Provisions	465.00
Buzick	Truck supplies	5101406 · Tools and maint supplies	20.57
Cell Block Solutions	Medical supplies	5101549 · Routine Medical	163.46
Chase Card Services	Inmate crew and misc supplies	5101446 · Jail Supply and Provisions	639.92
Chase Card Services	Medical supplies	5101549 · Routine Medical	28.30
Chase Hood Cleaning	Hood cleaning	5101334 · Building Maintenance	650.00
Cintas	Mats, building supplies	5101334 · Building Maintenance	52.03
Comprehensive Correctional	Medical contract, supplies	5101549 · Routine Medical	11,607.25
Correctional Behavior	Health services	5101549 · Routine Medical	1,650.00
Crume Drug Store	Inmate Medical	5101549 · Routine Medical	1,954.63
Crystal Springs	Water	5101445 · Office Supplies	111.94
Danville Office	Office supplies, copier contracts	5101445 · Office Supplies	715.52
Express Mobile Diagnostics	Inmate medical	5101549 · Routine Medical	775.00
Garcia Clinical Laboratory	Lab services	5101549 · Routine Medical	116.00
Goulds Discount Medical	Inmate medical	5101549 · Routine Medical	292.00
Greenway Shredding	Shredding services	5101445 · Office Supplies	60.00
Hillyard	Trash bags, tissue, towels, gloves	5101411 · Custodial Supplies	816.65
Kellwell Food Mgmt	Food	5101425 · Food	24,465.68
Knight's Mechanical	Service call	5101516 · Heating and Air Conditioning	500.00
Larue Co Detention Center	Inmate housing	5101314 · Contracts with Other Counties	1,350.00
Oil Guys	Oil change	5101340 · Vehicle expense	58.90
Romaine Companies	Key	5101446 · Jail Supply and Provisions	20.00
Specific Waste Industries	Garbage bags	5101411 · Custodial Supplies	61.00
Tatum Auto Supply	Hitch	5101340 · Vehicle expense	219.99
W W Grainger	Hamper	5101446 · Jail Supply and Provisions	195.22
WK Correct Dental	Inmate medical	5101549 · Routine Medical	2,149.00
<b>Total 03 Jail Fund</b>			<b>52,098.06</b>
<b>07 Federal Funds</b>			
Mattingly, Randall	Flood expense - Borders Lane	5135594 · Emergency Declaration Expenses	3,692.00
O'Bryans Farm Equipment	Chains	5135594 · Emergency Declaration Expenses	57.00
<b>Total 07 Federal Funds</b>			<b>3,749.00</b>
<b>09 Ambulance Fund</b>			
American Tire	Fleet tires and maintenance	5140340 · Vehicle Maintenance & Repairs	10,037.23
Bound Tree Medical	Medical Supplies	5140550 · Medical supplies & Materials	2,907.85
Buzick	Maintenance supplies	5140340 · Vehicle Maintenance & Repairs	86.32
Chase Card Services	Workstation bench	5140334 · Building maintenance supplies	175.99
Chase Card Services	Emergency lights	5140340 · Vehicle Maintenance & Repairs	45.99
Chase Card Services	Shop vac, kitchen supplies	5140441 · Supplies and Equipment	446.91
Chase Card Services	Subscriptions, postage	5140445 · Office Expense	291.12
Chase Card Services	2026 License Renewals	5140543 · Licenses	978.02
Cintas	Mats, cleaning and custodial supply	5140441 · Supplies and Equipment	268.45
Danville Office	Chair, office supplies	5140445 · Office Expense	411.86
Eric Hayden Collision	Sq 38	5140340 · Vehicle Maintenance & Repairs	1,360.00
Ky Medicaid Assess	Medicaid Assessment Fee 0425	5140314 · Medicaid Provider Fee	9,584.89
Louisville Metro EMS	CPR cards	5140569 · Training	60.00

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**Nelson County Fiscal Court  
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Name	Memo	Account	Amount
<b>09 Ambulance Fund (continued)</b>			
Mohawk Medical	Medication	5140550 · Medical supplies & Materials	180.04
NexAir	Oxygen	5140550 · Medical supplies & Materials	467.13
Propper	Uniforms	5140441 · Supplies and Equipment	124.03
Quick Care Express	Sq 32	5140340 · Vehicle Maintenance & Repairs	227.85
Riley Fire and Safety	Fire extinguisher inspection	5140334 · Building maintenance supplies	260.00
Tatum Auto Supply	Vehicle maintenance supplies	5140340 · Vehicle Maintenance & Repairs	429.77
Teleflex	Medical supplies	5140550 · Medical supplies & Materials	550.00
Waystar	Claims Management Fee	5140320 · Collection services	149.29
Zoll Medical	Monitor repair and maintenance	5140550 · Medical supplies & Materials	1,505.30
<b>Total 09 Ambulance Fund</b>			<b>30,548.04</b>
<b>82 E911</b>			
Chase Card Services	Laptop	5145445 · Office Expense	429.00
Holt Computers	Software, install, cloud backup	5145348 · IT Support Services	359.00
Ky Law Enforcement Council	Employee screening	5145446 · E911 Operations Expense	130.00
Shred It	Document destruction	5145445 · Office Expense	205.98
<b>Total 82 E911</b>			<b>1,123.98</b>
<b>13 Solid Waste Fund</b>			
Chase Card Services	Postage for delinquent accts	5215445 · Office Expense	406.00
Cintas	Uniforms	5215481 · Employee uniforms	1,026.04
Hillyard	Trash bags	5215315 · Roadside Cleanup	4,609.50
Ky Truck Sales, Inc.	Truck 423	5215443 · Parts	240.54
Lasco	Fleet repair and maintenance	5215443 · Parts	11,773.72
Salt River	Garbage billing services	5215320 · Collection Contracts	14,456.40
Tatum Auto Supply	Fleet repair and maintenance	5215443 · Parts	346.82
<b>Total 13 Solid Waste Fund</b>			<b>32,859.02</b>
<b>15 Landfill Fund</b>			
American Tire	Shop tires, retreads, 2005 Chevy	5210479 · Tires	5,770.80
Big Three Tractor	Tractor maintenance supplies	5210443 · Parts	236.66
Boyd Co	Fleet repair and maintenance	5210443 · Parts	8,775.94
Bumper to Bumper	Oil dry	5210427 · Main supplies	87.92
Bumper to Bumper	Vehicle maintenance and repairs	5210443 · Parts	524.07
Buzick	Pipe, fittings	5210571 · Property Maintenance	168.95
Cintas	Bathroom and cleaning supplies	5210411 · Custodial supplies	389.27
Cintas	Uniforms	5210481 · Uniforms	945.80
Cummins Crosspoint	Truck 417	5210443 · Parts	27,112.66
Greenwell, Carol S	Landfill Office Cleaning	5210329 · Maintenance Contracts	420.00
Haydon Materials	Rock	5210571 · Property Maintenance	8,256.72
Holt Computers	Software database maintenance	5210445 · Office Expense	200.00
Lasco	Truck 424	5210443 · Parts	114.67
Maryland Biochem	Leachate treatment	5210581 · Leachate Maintenance	1,227.54
Municipal Equip	Camera cable, adapter, tarp	5210427 · Main supplies	397.90
Municipal Equip	Truck 424	5210443 · Parts	151.91
Pro-Tainer	Recycle trailers (12)	5217548 · Recycling Grant Expenditures	238,292.00
Reaction Parts LLC	420D	5210443 · Parts	1,700.00
Salt River	2025 Landfill Passes, Bulky item notices	5210445 · Office Expense	3,413.95
Snap-On Tools	Jump starter	5210427 · Main supplies	498.00

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**Nelson County Fiscal Court  
Bills for Court Approval  
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Name	Memo	Account	Amount
<b>15 Landfill Fund (continued)</b>			
Tatum Auto Supply	Shop supplies	5210427 · Main supplies	264.86
Tatum Auto Supply	Transmission fluid	5210429 · Fuel & Lubricants	274.95
Tatum Auto Supply	Fleet repair and maintenance	5210443 · Parts	1,117.70
Tatum Auto Supply	Battery cables, supplies	5217340 · Recycling vehicle expense	140.98
Truck Parts & Service	Tire compound	5210427 · Main supplies	53.50
Truck Parts & Service	Tire patching and repairs	5210443 · Parts	160.00
<b>Total 15 Landfill Fund</b>			<u>300,696.75</u>
<b>23 Occupational Tax Fund</b>			
Chase Card Services	Postage	5047445 · OLF Office supplies	56.00
Chase Card Services	Website agreement	5047445 · OLF Office supplies	119.00
Danville Office	Pens	5047445 · OLF Office supplies	18.36
Lemieux, James	Property development designs	5075309 · Consulting Services	3,317.50
<b>Total 23 Occupational Tax Fund</b>			<u>3,510.86</u>
<b>Bills for Court Approval</b>			<u><u>\$791,365.65</u></u>

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**Nelson County Fiscal Court  
Additional Bills for Court Approval  
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Name	Memo	Account	Amount
<b>01 General Fund</b>			
Buzick	Door stops	5080334 · Old Courthouse Bldg Supplies	\$ 19.98
Buzick	Bathroom repairs	5401467 · Recreation Supplies & Equipment	22.35
Buzick Construction Inc	Road, water, sewer - Draw 2	8011741 01 · KIPDA Project 2024-2025	127,794.79
Chase Card Services	Front entrance modifications	5081334 · Justice Center Building Maint	523.00
Chase Card Services	Grant project - promotional items	5205446 · Animal Control Grant Projects	278.87
Cleaning by Sheree	Janitorial services	5105329 · Law Enforc Bldg Maint Contracts	1,500.00
County Clerk	2025 Motor Vehicle Tax Bills	5010199 · Co Clerk Fees Payable	10,212.00
Eric Hayden Colliston	2023 Tahoe repairs - insurance claim	5105340 · Law Enforc Vehicle maintenance	3,453.49
Holt Computers	Remote backup service	5115502 · Inspection and Permit Expense	100.00
Pitney Bowes	Postage meter rental	5040445 · Treasurer Office Expense	89.85
Pitney Bowes	Postage meter ink	5045445 · Finance Officer Office Expense	63.90
<b>Total 01 General Fund</b>			<b>144,058.23</b>
<b>02 Road Fund</b>			
Alternative Health Solutions	Employee medical	9400547 · Employee Medical	18.00
Boyd Co	Truck 305 oil pump	6105443 · Parts	751.70
Brite Wholesale	Maintenance supplies	6105427 · Garage supplies	22.58
Mago Construction	Richie Ln	6105311 01 · District 1 Paving	38,241.02
Mago Construction	Houck Dr	6105311 06 · CJE Paving Allowance	14,482.72
Mago Construction	Nally Ct	6105311 06 · CJE Paving Allowance	7,238.47
Mago Construction	Eastland Dr - Priority Project Funding	6105311 07 · State Bond Projects	28,949.04
Mago Construction	McDonald Ct - Priority Project Funding	6105311 07 · State Bond Projects	26,558.74
Mago Construction	Hill St - Priority Project Funding	6105311 07 · State Bond Projects	53,090.44
Mago Construction	Ritchie Ln - Priority Projects Funding	6105311 07 · State Bond Projects	58,189.50
Tractor Supply	Lifting straps, supplies	6105427 · Garage supplies	28.98
<b>Total 02 Road Fund</b>			<b>227,571.19</b>
<b>07 Federal Funds</b>			
Metcalf, Bradley D	Food for volunteers	5135594 · Emergency Declaration Expenses	389.12
<b>Total 07 Federal Funds</b>			<b>389.12</b>
<b>09 Ambulance Fund</b>			
Holt Computers	Remote backup service	5140441 · Supplies and Equipment	100.00
Mohawk Medical	Medications	5140550 · Medical supplies & Materials	290.54
<b>Total 09 Ambulance Fund</b>			<b>390.54</b>
<b>13 Solid Waste Fund</b>			
Boy Scout Troop 721	Spring 2025 roadside cleanup	5215315 · Roadside Cleanup	200.00
Euclid Lodge #13	Spring 2025 roadside cleanup	5215315 · Roadside Cleanup	500.00
Journey Church	Spring 2025 roadside cleanup	5215315 · Roadside Cleanup	800.00
Kiwanis Club	Spring 2025 roadside cleanup	5215315 · Roadside Cleanup	200.00
Nelson Co Beekeepers	Spring 2025 roadside cleanup	5215315 · Roadside Cleanup	200.00
Special Olympics of Nelson Co	Spring 2025 roadside cleanup	5215315 · Roadside Cleanup	500.00
<b>Total 13 Solid Waste Fund</b>			<b>2,400.00</b>
<b>15 Landfill Fund</b>			
Dival Safety	Rain gear	5210481 · Uniforms	450.84
Dival Safety	Gloves	5210594 · Crew Safety Equipment	334.31
Lawson Products	Garage supplies	5210427 · Main supplies	404.10
Pace Analytical	Monitoring	5210324 · Environmental Monitoring	24,666.71

# FISCAL COURT ORDERS

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**Nelson County Fiscal Court  
Additional Bills for Court Approval  
May 6, 2025**

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
<b>15 Landfill Fund (continued)</b>			
Quill Corporation	Bathroom supplies	5210411 · Custodial supplies	125.47
Quill Corporation	Marking paint	5210427 · Main supplies	201.98
Quill Corporation	Toner, office supplies	5210445 · Office Expense	234.36
Total 15 Landfill Fund			<u>26,417.77</u>
<b>80 Clerk Permanent Storage</b>			
Danville Office	File drawer	5010540 · Indexing and Storage	3,594.59
Total 80 Clerk Permanent Storage			<u>3,594.59</u>
<b>84 ARPA Grant</b>			
Mago Construction	Keeneland Dr	6105311 · Contract Paving	24,106.67
Total 84 ARPA Grant			<u>24,106.67</u>
<b>Additional Bills for Court Approval</b>			<u><b>\$ 428,928.11</b></u>

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<b>NELSON COUNTY FISCAL COURT</b> <b>FY 2025 Employee Reimbursements - paid via Payroll</b> <b>May 6, 2025</b>
--

	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b><u>911 Dispatch</u></b>			
Shanna Brussell	Training/travel	5145-569	2,371.24
Emily Carter	Training/travel	5145-569	72.41
<b><u>Solid Waste</u></b>			
Skyler McCune	Boot allowance	5215-481	93.80

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<p><b>NELSON COUNTY FISCAL COURT</b>  <b>FY 2025 Paid Bills/Upcoming Transfers for Court Approval</b>  <b>May 6, 2025</b></p>
---

Fund/Vendor	Description	Account	Amount
<b><u>General Fund</u></b>			
Merchant Pact Services	Credit card fees 0525	5115502 · Inspection and Permit Expense	\$ 44.95
Merchant Pact Services	Credit card fees 0525	5205343 · Animal Control Clinic Expense	44.95
Nelson Co Jail	Transfers from General Fund - Apr 2025	4909 03 · Transfers to Jail	182,000.00
Adam Wheatley	2025 Training Incentive	5025212 · Magistrate Training Incentive	3,976.59
<b><u>Road Fund</u></b>			
Lawson Products	Garage supplies	6105427 · Garage supplies	142.04
Less Discount			(1.42)
<b><u>Landfill Fund</u></b>			
Ky Environment/Div Waste Management	Quarterly fee	5210314 · Environmental Remediation Fee	39,952.88
Merchant Pact Services	Credit card fees 0525	5210445 · Office Expense	25.00
WesBanco	Investment fees: 0525	5210503 · Bank charges/investments	120.16
<b>TOTAL PAID BILLS AND TRANSFERS</b>			<b>\$ 226,305.15</b>



# FISCAL COURT ORDERS

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## COUNTY ROAD AID COOPERATIVE PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Fiscal Court of NELSON County, Kentucky (the "County").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.320(2) provides that 18.3% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside for the construction, reconstruction, and maintenance of county roads and bridges provided by KRS 179.410 and 179.415, ("County Road Aid Funds"), and

WHEREAS, the County has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the County in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the County Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the County agree as follows:

I. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2025, this amount is \$1,716,123.62 (the "Apportionment"). The above referenced estimate is based on the most recent available date and is subject to change according to available revenue. The Apportionment shall be distributed by the

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Department to the County in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The County hereby assigns all of its rights, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2026.

3. Distribution of County Road Aid Funds. The County and the Department agree that the Apportionment shall be distributed by the Department to the County as follows:

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is \$998,784.00.

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Funds. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse up to fifty percent (50%) of the approved funds to the County for the purpose of it using

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said funds for emergency roadway and bridge projects designated by the County. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the County shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the County to pay for materials, labor and equipment necessary for the County to accomplish construction, reconstruction, and maintenance on county roads designated by the County. This assistance is extended insofar as funds are available from the Apportionment. The County shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the County. The Department may assist the County in fulfilling its needs by disbursing funds to the County for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on the current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the County for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of County Road Aid Funds. The County agrees and certifies that the Apportionment will be expended by the County solely for the purpose of construction, reconstruction, and maintenance of county roads as defined in KRS § 178.010(1)(b).

7. Rights of Way. The County, if required under applicable law, will acquire any

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rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

8. Indemnification. The County shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the County contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the County under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The County will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel 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 County. If this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement (records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall

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be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County 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 KRS § 61.884.

12. Authorization. The Fiscal Court of the County shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The County Judge/Executive of the County, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

# FISCAL COURT ORDERS

MAY 6, 2025

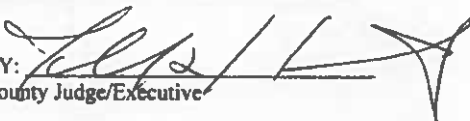
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

NELSON COUNTY FISCAL COURT

BY:   
County Judge/Executive

Date: 5/6/2025

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(For Kentucky Transportation Cabinet use only)

DEPARTMENT OF RURAL AND MUNICIPAL AID  
OFFICE OF RURAL & SECONDARY ROADS

BY: \_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Office of Legal Services

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary of the Transportation Cabinet

Date: \_\_\_\_\_

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## RESOLUTION

Fiscal Court of NELSON County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2025, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

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

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

# FISCAL COURT ORDERS

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Clerk of NELSON County is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being

as follows: AYES

NAYS

Jeff Lear

Keith Metcalfe

Adam Wheatley

Jon Snow

M.T. Hamed

COMMONWEALTH OF KENTUCKY NELSON COUNTY

I, Jeanette Sidebottom, 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 6th of May, 2025.

SIGNED

  
CLERK OF NELSON COUNTY

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COUNTY OF NELSON  
BRIDGE REPAIR/REPLACEMENT  
COUNTY BRIDGE 090C00042N  
\$152,335 - CCBIP (FD15) FUNDS

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

**THIS AGREEMENT**, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet ("Cabinet"), Department of Rural and Municipal Aid, hereinafter referred to as the "Department," and Nelson County, One Court Square, 2nd Floor, Bardstown, KY 40004, hereinafter referred to as the County.

**WITNESSETH:**

**WHEREAS**, it would be to the benefit of the traveling public to repair/replace a bridge on Sullivan Lane (CR 1309), Bridge ID No. 090C00042N, which shall hereinafter be referred to as the "Project;" and

**WHEREAS**, the County desires to perform the work for the aforementioned Project and be responsible for all phases of the Project;

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

1. The Department agrees to reimburse the County up to \$152,335 for completion of work by the County, contractors, or subcontractors hired by the County, under the obligations of this Agreement for the Project. Engineering/consultant costs shall be ineligible, as those costs will be paid by the County.

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COUNTY OF NELSON  
BRIDGE REPAIR/REPLACEMENT  
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\$152,335 - CCBIP (FD15) FUNDS

2. If the Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the Project and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. Concurrence must be obtained by the County through the District 4 Chief District Engineer in Elizabethtown prior to the awarding of any contract for work or materials to be used on this Project. This requirement shall not be limited to, but shall specifically apply to, all 20-foot bridges and above, defined as inventoried structures.
3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an KYHL-93 loading); *approval from the Bridge Preservation Branch, Division of Maintenance, Kentucky Transportation Cabinet MUST BE OBTAINED before ANY additional load is added to any inventoried structure.* Furthermore, all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 4 Office in Elizabethtown.
4. The County shall submit FINAL PLANS to the Cabinet's Division of Structures for final review within thirty (30) days of the date of this contract and shall comply with any requirements set out from that review prior to beginning any reimbursable work on the Project. Failure to submit said final plans and comply with requirements of review will result in the contract potentially being voided. These requirements shall not be limited to but shall specifically apply to all 20-foot and above bridges, defined as inventoried structures.
5. The County understands that the Department has authorized up to \$152,335 of County/City Bridge Improvement Program Funding (FD15) for all eligible expenses for this Project. The

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\$152,335 - CCBIP (FD15) FUNDS

County further understands and agrees that engineering costs/consultant fees and any costs above the amount listed herein are deemed ineligible and will be the sole responsibility of the County/City.

6. 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 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.
7. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for this Project shall be available to reimburse the County for eligible work activities completed and costs incurred prior to expiration.
8. Should the Project require any design/consultant services, the County agrees to use only licensed consultants who are pre-qualified to do work for the Department or to use a pre-qualified and 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. The County shall be responsible for all Project design activities, which may be completed either by the County'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

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- not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. When applicable, the County 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.
9. Should the Project require the acquisition of any interest in real property by the County, the County 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.
10. Should the Project require any Environmental or Cultural Historic clearances services, the County agrees to use only consultants who are pre-qualified to do work for the Department that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the Department's District 4 Chief District Engineer. The County shall be responsible for all Project environmental activities, cultural resource clearances, state/federal/local permits/clearances, which may be completed by individuals or firms that are selected based on qualifications. All environmental and cultural resource 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. When applicable, the County must obtain any necessary permits, clearances 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, the Endangered Species Act, Sections 401 and 404 Clean Water Act, the Sections 9 and 10 of the Rivers and Harbors Act, Section 106 of the National Historic Preservation Act, the Kentucky Antiquities Act, The National Emission Standards for Hazardous Air Pollutants, Comprehensive Environmental Response, Compensation, and Liability Act, Asbestos National Emission Standard, Underground Storage

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\$152,335 - CCBIP (FD15) FUNDS

Tank Regulations, Resource Conservation and Recovery Act, Occupational Safety and Health Administration local storm water regulations.

11. The County 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 County 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 County, 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.
12. The County 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 County shall conduct 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 County 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 County 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 County 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

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and federal laws and regulations. The County 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.

13. 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 defining the utilities identified in the Project, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.
14. 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

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(MUTCD). All work performed shall be in accordance with the Department's Standard Specifications for Road and Bridge Construction, current edition, 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.

15. The County agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The County shall be responsible for all Project construction activities, which may be completed either by the County'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 County 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 County as a result of this Agreement.
16. The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

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\$152,335 - CCBIP (FD15) FUNDS

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)  
KRS Chapter 139 (SALES AND USE TAXES)  
KRS Chapter 141 (INCOME TAXES)  
KRS Chapter 337 (WAGES AND HOURS)  
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)  
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)  
KRS Chapter 342 (WORKERS COMPENSATION)

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

17. 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 County agrees as follows:
  - a. The County will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age.

# FISCAL COURT ORDERS

MAY 6, 2025

BOOK 47

REGULAR-CLOSED SESSION OF NELSON FISCAL COURT  
9:00 AM

PAGE 598

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COUNTY OF NELSON  
BRIDGE REPAIR/REPLACEMENT  
COUNTY BRIDGE 090C00042N  
\$152,335 - CCBIP (FD15) FUNDS

The County 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 County agrees to provide, upon request, needed reasonable accommodations. The County 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 County 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 County will, in all solicitations or advertisements for employees placed by or on behalf of the County; 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 County 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 County's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The County 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 County 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.
- e. The County 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

# FISCAL COURT ORDERS

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REGULAR-CLOSED SESSION OF NELSON FISCAL COURT  
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COUNTY OF NELSON  
BRIDGE REPAIR/REPLACEMENT  
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\$152,335 - CCBIP (FD15) FUNDS

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 County'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 County 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 County 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 County 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.

18. The County 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 County oversight, conformance with all laws, regulations, and policies and provide assistance to the County as may be necessary.

19. The County may submit to the Department of Rural and Municipal Aid current billings reflecting the actual cost of work incurred during any given work period, which will be paid

# FISCAL COURT ORDERS

MAY 6, 2025

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REGULAR-CLOSED SESSION OF NELSON FISCAL COURT

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COUNTY OF NELSON  
BRIDGE REPAIR/REPLACEMENT  
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within a reasonable time after receipt by the Department; however, in no event is the County 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.

20. The County 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 County 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 County and the Department accept the field work as complete, the County'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 County will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the County shall provide the Department with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
21. The County is responsible for ensuring that vendors shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.
22. 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

# FISCAL COURT ORDERS

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BRIDGE REPAIR/REPLACEMENT  
COUNTY BRIDGE 090C00042N  
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of and acceptance of the Project. To protect the public interest and maintain the original intent, the County 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 County shall reimburse the Department for all costs incurred and for all funding expended pursuant to the Project, including any applicable interest.

23. The County 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 from the Department for constructing said Project, the County shall submit to the Department documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility.
24. No member, officer, or employee of the Department or the County 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 County shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The County 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 County shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment.
25. To the extent permitted by law, the County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character 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.

# FISCAL COURT ORDERS

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COUNTY OF NELSON  
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\$152,335 - CCBIP (FD15) FUNDS

26. 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 County. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the County, its agents, employees and contractors, the Department shall reimburse the County according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
- b. The County may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the County by giving thirty (30) days written notice of such request to the Department. If the Department agrees to allow the County to cancel the Project or cancel its obligations under this Agreement, the County 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 County 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 County and the Department and be evidenced in writing.
27. 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.

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COUNTY OF NELSON  
BRIDGE REPAIR/REPLACEMENT  
COUNTY BRIDGE 090C00042N  
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28. The Department certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).
29. KRS 45A.485 requires the County 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 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 County 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 County's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding

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BRIDGE REPAIR/REPLACEMENT  
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any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

30. 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.
31. The County will pass a resolution authorizing the Judge Executive to sign this Agreement on behalf of the County. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the County agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the County 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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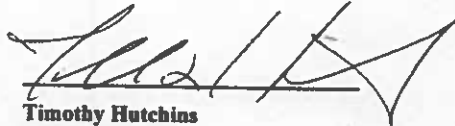
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COUNTY OF NELSON  
BRIDGE REPAIR/REPLACEMENT  
COUNTY BRIDGE 090C00042N  
\$152,335 - CCBIP (FD15) FUNDS

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



Timothy Hutchins  
Judge Executive

\_\_\_\_\_  
Jim Gray  
Secretary

DATE: 5/6/2025

DATE: \_\_\_\_\_

DEPARTMENT OF RURAL AND  
MUNICIPAL AID

APPROVED AS TO FORM & LEGALITY

Signed by:  


Bobbi Jo Lewis  
Commissioner

Signed by:  


Todd Shipp  
Office of Legal Services

DATE: 4/23/2025

DATE: 4/23/2025

# FISCAL COURT ORDERS

MAY 6, 2025

BOOK 47

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## RESOLUTION

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 \$152,335 for the Sullivan Lane Bridge Repair/Replacement, 090C00042N, 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 6th day of May, 2025.

PRINTED NAME Jeanette Sidebottom  
SIGNED NAME Jeanette Sidebottom  
FISCAL COURT CLERK OF NELSON COUNTY

# FISCAL COURT ORDERS

MAY 6, 2025

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## List Of New Employee(s)

<b>Employee:</b>	<b>Job Title:</b>	<b>Part Time/Full Time</b>
<b>Road</b>		
Robert Pierce	Driver/Laborer	Full Time

# FISCAL COURT ORDERS

MAY 6, 2025

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<b>Old Courthouse 1st Floor Renovation and building HVAC Replacement Bid Summary</b>			
<b>Company</b>	<b>Bid Item #1 (1st Floor Renovation)</b>	<b>Bid Item 2 (HVAC Replacement)</b>	<b>Total Cost</b>
Burick Construction	\$382,554.01	\$1,352,010.00	\$1,734,564.01
M & J Construction	\$500,000.00	\$920,000.00	\$1,420,000.00

# FISCAL COURT ORDERS

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## **Timeline and Expenses for Renovation of Old Courthouse**

- **Renovation is scheduled to start on July 1<sup>st</sup>**
- **Completion of the Commonwealth Attorney's office is scheduled to be completed July 1<sup>st</sup>**
- **Commonwealth Attorney will vacate the rented property at 129 Parkway Drive June 30<sup>th</sup>**
- **Judge's office will vacate the Old Courthouse on June 30<sup>th</sup> and relocate to the Parkway Drive property for 60-90 days.**
- **Tourism, Chamber, Main Street, and NCEDA will work remotely during the renovation.**
- **There will be a tourist kiosk set up at the Art Gallery in the Old Library.**

### **Anticipated Expenses:**

- **Rental property at 129 Parkway - \$2,000 for 1600 SF for 3 months: \$6,000**
- **Utilities: \$300/month for 3 months: \$900**
- **AC Rental for the Old Courthouse for remainder of May and June: \$5,000**

**Total anticipated expenses: \$11,900**

# FISCAL COURT ORDERS

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Line	Description	Current	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
1	Low Bidder Highlighted													
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20	Low Bidder Highlighted													
21	Low Bidder Highlighted													
22	Difference													
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\*\*TCT did not follow bid instructions to deliver bids to the Judge-Executive office, and were disqualified.

# FISCAL COURT ORDERS

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**Subject:** NCCC Inmate Work Program Milestone

As promised, we've hit a major milestone! The Nelson County Inmate Work Program has officially surpassed \$1,000,000 in labor savings for county and city governments combined. Since launching on February 27, 2023, inmates have contributed:

- 50,795 total hours worked
- 6,349 total inmate workdays
- \$1,015,900 in estimated labor savings (based on \$20/hr)

Every city in Nelson County has utilized this program, and the results speak for themselves. I want to thank my incredible staff for their coordination and dedication, and our inmate workers for putting in the effort each and every day.

# FISCAL COURT ORDERS

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INMATE WORK  
PROGRAM  
MILESTONE

\$1,000,000



NELSON COUNTY CORRECTIONS



**Justin Hall**  
Jailer  
Nelson County Correctional Center  
Phone: 502-348-1866  
Mobile: 502-293-9174  
Email: [ncjail@bardstown.com](mailto:ncjail@bardstown.com)  
(old) New Email Effective 01-10-  
2024 : [jailer@nelsoncountyky.gov](mailto:jailer@nelsoncountyky.gov)  
810 W Stephen Foster Ave  
Bardstown, KY 40004  
<http://www.nelsoncountyjailky.com/>

# FISCAL COURT ORDERS

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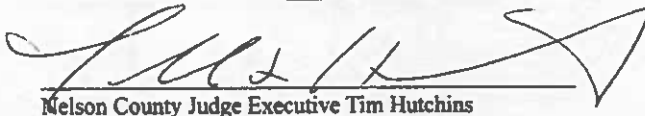
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**Written determination Justifying Sale of Property Pursuant to KRS 67.0802 (3) and (4)**

The Nelson Fiscal Court has determined that it is in the County's best interests to sell Lot 13A-4 (12.231 acres) more particularly described on the plat recorded at Plat Cabinet 17, Slot 149, of the Nelson County Clerk's Office of the Nelson County Industrial Park, Phase II, to M & M Property Holdings, LLC. Pursuant to KRS 67.0802 (3), the County determines as follows:

1. The property was initially acquired as property to be sold to promote industry in Nelson County;
2. It is in the public's interest to sell the property because that was the intended purpose at the time of acquisition;
3. The property will be sold for economic development purposes pursuant to 67.0802 (4)(e).

It is so determined on this 6th day of May, 2025.



Nelson County Judge Executive Tim Hutchins

# FISCAL COURT ORDERS

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## AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement for Sale and Purchase of Real Estate (this "Agreement") is made to be effective the 6<sup>th</sup> day of May, 2025 (the "Effective Date"), by and between Nelson County Fiscal Court, a Kentucky governmental unit having a mailing address of One Court Square, Second Floor, Bardstown, KY 40004 ("Seller"), and M & M Property Holdings LLC, a Kentucky Limited Liability Company, having an address of 159 Parrish Drive Bardstown, KY 40004 ("Buyer").

In consideration of the mutual covenants and agreements set forth hereinafter, Buyer and Seller agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions set forth hereinafter, the following (collectively, the "Property"):
  - (a) A parcel of land consisting of approximately 12.231 acres more or less, to be finalized by survey before closing, located on Parkway Drive in Bardstown, Nelson County, Kentucky, marked as Lot 13A-4 as registered in the Nelson County Clerk's Office in Plat Cabinet 17, Slot 149 [*Parcel #63000-00-027.07*] on Exhibit A attached hereto and incorporated herein by reference (the "Land"), being a portion of the property conveyed to Seller by Deed recorded in Deed Book 412 at Page 089 in the Nelson County Clerk's Office;
  - (b) all rights appurtenant to the Land, if any;
  - (c) all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property, including, without limitation, all mineral, oil and gas rights, air rights, development rights and water rights; and
  - (d) all utility rights and permits pertaining to the Property.
2. **Purchase Price and Deposit.** The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") shall be Six Hundred Thirty-Five Thousand and NO/100 DOLLARS (\$635,000.00), in cash at the closing of the transactions contemplated hereby (the "Closing;").
3. **Possession.** Seller shall deliver possession of the Property to Buyer at the Closing.
4. **Contingencies.** On or before the Closing Date, unless otherwise waived, satisfaction of the following contingencies is required as a condition to Buyer's obligation to pay the Purchase Price and to close the transaction as contemplated by this Agreement:
  - (a) Buyer's obligation to pay the Purchase Price, purchase the Property and perform every other obligation of Buyer pursuant to this Agreement shall be conditioned upon Seller's ability to deliver good and marketable fee simple title to the Property, subject only to Permitted Encumbrances (defined below).

# FISCAL COURT ORDERS

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(b) Buyer may obtain a commitment for owner's title insurance showing that Seller has good and marketable fee simple title to the Property, free and clear of all liens and encumbrances except: (i) those created or assumed by Buyer; (ii) those specifically set forth in this Agreement; (iii) zoning and building laws, ordinances and regulations; (iv) legal streets and highways; (v) easements, conditions, and restrictions of record, if any, that do not interfere with the use of the Property to erect a building for flexible packaging manufacturing and distribution use and to use such building for flexible packaging manufacturing and distribution use; and (vi) real estate taxes and assessments that are a lien upon the Property as of the Closing but are not then due and payable (hereinafter collectively the "Permitted Encumbrances"). In the event Buyer obtains a commitment for a policy of owner's title insurance, at the Closing, Buyer shall pay the cost (including all commitment fees, premises, search fees, and attorney's certification fees) of an Owner's Policy of Title Insurance in the amount of the Purchase Price to be issued to Buyer pursuant to said commitment. If said commitment or any endorsement to said commitment or any other title evidence obtained by Buyer subsequently but prior to the Closing shows any exception to title other than the Permitted Encumbrances, Buyer shall have the option, exercisable at any time prior to Closing, of (i) terminating this Agreement, in which event Buyer shall be released from further liability and responsibility hereunder, or (ii) taking title to the Property subject to said title exception.

(c) Buyer shall have determined in the exercise of its sole discretion that the Property is suitable for its use.

Should any contingency in this Section 4 not be satisfied, in Buyer's sole discretion, or otherwise waived by Buyer, by the Closing Date, then Buyer has the sole and exclusive right to terminate this Agreement by providing written notice to Seller before the Closing Date. If Buyer elects to terminate this Agreement pursuant to this Section 4, this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement).

## 5. Closing.

(a) The Closing shall occur within forty-five (45) days after the Effective Date of this Agreement at a time and place mutually agreeable to the parties. The date of the Closing is referred to herein as the "Closing Date." This date may be extended by mutual consent of Buyer and Seller.

(b) On the Closing Date, Seller shall deliver or cause to be delivered to Buyer, the following executed, certified, and acknowledged by Seller, as appropriate: (i) a general warranty deed conveying to Buyer a marketable title in fee simple to the Property, free and clear of all liens and encumbrances except Permitted Encumbrances; (ii) a certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury; (iii) an original seller's affidavit in a form reasonably acceptable to both the Seller and Buyer's title insurance company; (iv) a consent or resolution of Seller authorizing the transaction contemplated hereby and the

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execution and delivery of the documents required to be executed and delivered hereunder; (v) A counterpart of a closing statement jointly prepared by Seller and Buyer reflecting the prorations and adjustments required under this Agreement and the balance of the Purchase Price due Seller; and (vi) all other documents necessary or otherwise reasonably required by Buyer's title insurance company to consummate the transaction contemplated by this Agreement.

(c) On the Closing Date, Buyer shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Buyer, as appropriate:

(i) The Purchase Price as set forth in Section 2, as adjusted for apportionments pursuant to Section 5(d).

(ii) Buyer shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 5(b) of this Agreement.

(iii) A consent of the directors of Buyer authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(iv) All other documents reasonably necessary or otherwise reasonably required by Buyer's title insurance company to consummate the transactions contemplated by this Agreement.

(d) Seller and Buyer shall each pay an equal share of all clerk's and indexing fees and taxes, recording costs, and other customary fees and costs charged by Nelson County or the Commonwealth of Kentucky. Seller shall pay all installments of real estate taxes and all installments of assessments, including penalties and interest, which are due in respect of the Property prior to the Closing Date. Furthermore, Seller shall credit a portion of all unpaid but not yet due installments of real estate taxes and assessments applicable to periods prior to the Closing Date, prorated through the Closing Date. The proration of such taxes and assessments shall be based on a 365-day year and on the most recently available tax rates and valuations. Buyer shall and hereby does assume all obligations in respect of, and shall pay all bills relating to, all installments of real estate taxes and assessments, utility charges, and other charges which are or become due and payable in respect of the Property on and after the date of Closing, including, without limitation, any and all assessments, fees, or charges of whatever nature and by whatever name which are levied, imposed, extracted, or charged by any Property owner's association or governmental authority in respect of Property. All other items customarily apportioned in connection with sales of property substantially similar to the Property in Nelson County or the Commonwealth of Kentucky shall be apportioned as of 11:59 p.m. on the date immediately preceding the Closing Date. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 5(d) shall survive the Closing.

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6. **Damage or Destruction of the Property.** Risk of loss to the Property from fire or other casualty shall be borne by Seller until the Closing, provided that, if any part of the Property is substantially damaged or destroyed by fire or other casualty prior to the Closing, Buyer may (a) elect to proceed with this transaction, in which event Buyer shall be entitled to all insurance proceeds payable to Seller under any and all policies of insurance covering that part of the Property so damaged or destroyed, or (b) elect to rescind this Agreement, in which event both Buyer and Seller shall be released from all further liability hereunder.

7. **Representations and Warranties.**

(a) Seller represents and warrants to Buyer on and as of the Effective Date and the Closing Date, as follows:

(i) Seller is a governmental unit of the Commonwealth of Kentucky, and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(ii) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the laws of the Commonwealth of Kentucky, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by Seller and the appropriate and necessary action has been taken on the part of Seller. The individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(iii) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(iv) There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(v) Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

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(vi) Seller has not placed any, and to Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "Environmental Laws" means, without limitation, the Resource Conservation and Recovery Act and CERCLA, and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(vii) Seller has not: (A) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (B) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (C) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (D) given notice to any person or governmental body of insolvency; or (E) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(viii) Seller has not granted any leases, options, rights of first refusal, or rights of first offer to purchase the Property.

(ix) The Property is not part of a planned unit development or larger real property development and is not subject to annexation by any such larger development nor is the Property subject to any covenants, conditions or restrictions or development agreement affecting or benefitting any other property, other than those Binding Elements of record in Deed Book 412 at Page 087 and 089 in the Office of the Nelson County Court Clerk.

(x) The representations and warranties of Seller set forth in this Section 7(a) shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

(b) Buyer represents and warrants to Seller on and as of the Effective Date and the Closing Date, as follows:

(i) Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of Kentucky and has the requisite

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power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(ii) The execution, delivery, and performance of this Agreement by Buyer and all agreements, instruments, and documents herein provided to be executed by Buyer on the Closing Date: (i) do not violate the articles of organization, operating agreement or other governing documents of Buyer, or any contract, agreement, commitment, lease, order, judgment, or decree to which Buyer is a party; and (ii) have been duly authorized by the manager(s) of Buyer and the appropriate and necessary action has been taken by such manager(s) on the part of Buyer. The individual executing this Agreement and the instruments referenced herein on behalf of Buyer has the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Buyer, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(iii) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Buyer to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Buyer which has not been previously obtained.

(iv) The representations and warranties of Buyer set forth in this Section 7(b) shall survive the Closing and will not be affected by, any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

8. Maintenance of Property. From the Effective Date until the Closing, (a) Seller shall cause the Property to be maintained in substantially the same manner as prior to the Effective Date, (b) Seller shall not cause or make any new improvements, alterations, or demolition to the Property, and (c) Seller, on behalf of itself, its agents, contractors, and representatives, shall not-solicit or accept any offers to purchase or lease the Property from any other party other than Buyer. Buyer may enter the Property to update the existing survey of and geotechnical report concerning the Property and to perform a Phase I environmental site assessment of the Property.

9. Commission. It is the express understanding of the parties that the negotiations consummated by this Agreement were conducted directly by the parties and not through any real estate broker, realtor, real estate salesman, or finder as an intermediary who would be owed or make claim to any commission related to the purchase and sale of the Property, and Buyer and Seller hereby warrant and represent to each other that no broker or agent is or will be owed any fee or commission with respect to the procurement of this transaction. This Section shall survive the Closing.

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## 10. Remedies.

(a) If Buyer shall default in the observance or performance of Buyer's obligations under this Agreement and the Closing does not occur as a result thereof (a "Buyer Default"), this Agreement shall be terminated and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "Seller Default"), Buyer's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Broker, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within thirty (30) days after such default, and if Buyer prevails thereunder, Seller shall reimburse Buyer for all reasonable legal fees, court costs, and all other reasonable costs of such action.

## 11. Notices.

(a) Any notice required or intended to be given to Buyer under this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, sent by overnight courier, or, if deposited in the United States mail, marked certified or registered, return receipt requested, with postage prepaid, and addressed to Buyer at:

M & M Property Holdings LLC Attention: Brandon Mack, 159 Parrish Drive Bardstown, KY 40004 or to such other address as Buyer may designate from time to time in a written notice to Seller.

(b) Any notice required or intended to be given to Seller under this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, sent by overnight courier, or, if deposited in the United States mail, marked certified or registered, return receipt requested, with postage prepaid, and addressed to Seller at:

Nelson County Fiscal Court Attention: Tim Hutchins, County Judge-Executive, One Court Square, Second Floor Bardstown, KY 40004

with a copy to:

Arch C. McKay, III, Nelson County Attorney, 602 Bloomfield Rd., Bardstown, KY 40004 or at such other address as Seller may designate from time to time in a written notice to Buyer.

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12. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Buyer shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property without the prior written consent of Seller, provided that any assignee shall assume all of Buyer's obligations hereunder and succeed to all of Buyer's rights and remedies hereunder, and that there is no substantial change to the intended use and development of the majority of the Property from the use and plan disclosed to Seller and written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing. If an assignee assumes all of Buyer's obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to such assignee, Buyer shall be released from all obligations under this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous discussions, representations, or agreements relating to the subject matter. No amendments, modifications, or additions to this Agreement shall be made or be binding on any party unless made in writing and signed by each party.

14. **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the Commonwealth of Kentucky and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

15. **Governing Law; Severability.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

16. **Headings.** The captions or paragraph headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

17. **Binding Effect.** This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, personal representatives, partners, successors and permitted assigns.

18. **Time of the Essence:** Time is of the essence in the performance of the obligations of the parties hereunder.

19. **Counterparts.** This Agreement may be executed by the parties in separate counterparts, including by facsimile, electronic mail or any other electronic means, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date set forth above.

Seller: Nelson County Fiscal Court

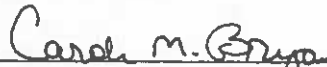
Buyer: M&M Property Holdings LLC

By:   
Tim Hutchins  
Judge-Executive

By:   
Brandon Mack  
President

COMMONWEALTH OF KENTUCKY  
COUNTY OF NELSON


Before me, the undersigned authority, came Tim Hutchins, who is personally known to me or who provided sufficient proof to convince me of their identity and who is of sound mind and eighteen (18) years of age or older, and voluntarily dated and signed this affidavit or directed it to be signed and dated as above. Dated this 6th day of May, 2025.

  
NOTARY PUBLIC, KY. STATE AT LARGE  
My Commission Expires: 7-2-2025  
My Notary ID: KYNP30109



COMMONWEALTH OF KENTUCKY  
COUNTY OF NELSON

Before me, the undersigned authority, came Brandon Mack, who is personally known to me or who provided sufficient proof to convince me of their identity and who is of sound mind and eighteen (18) years of age or older, and voluntarily dated and signed this affidavit or directed it to be signed and dated as above. Dated this 6th day of May, 2025.

  
NOTARY PUBLIC, KY. STATE AT LARGE  
My Commission Expires: 8-21-2027  
My Notary ID: KYNP 77960