

FISCAL COURT ORDERS

JULY 15, 2025

BOOK 47

REGULAR-CLOSED SESSION OF NELSON FISCAL COURT

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6:00 PM

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) (c) Discussions of proposed or pending litigation against or on behalf of the public agency.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Magistrate Jeff Lear.

PRAYER: The Prayer was led by Magistrate Jon Snow.

Judge Hutchins thanked Library Director Michael Greenwell for allowing Fiscal Court Meetings to be held at the Public Library during construction at the Old Courthouse.

COMMUNITY SHOWCASE: NONE

ACHIEVEMENTS AND RECOGNITION: NONE

MINUTES APPROVED JUNE 17, 2025 REGULAR FISCAL COURT MEETING AND JUNE 26, 2025 SPECIAL MEETING:

On motion of Jon Snow, second of M.T. Harned, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the minutes of the June 17, 2025 Regular Fiscal Court Meeting and the June 26, 2025 Special Fiscal Court Meeting.

PUBLIC COMMENT: NONE See page 850.

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TABLED ITEMS FOR LAST MEETING-

A- Approval New CAD Vendor-

Judge Hutchins asked for a motion to move forward with the New CAD Vendor and give the authority for Judge Hutchins to sign all documents relating to this project.

On motion of Jon Snow, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to accept and approve the 10-8 Systems as the New CAD Vendor as long as they meet the obligations set and give Judge Hutchins the authority to sign all documents related with the 10-8 Systems. See page 851.

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

On motion of Adam Wheatley, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to authorize the County treasurer to pay the following bills and additional bills as presented. See pages 852-859.

DISCUSSION ONLY

SBA APPLICATION DEADLINE-HAROLD NUNEZ-DISASTER RECOVERY:

County Finance Officer Catherine Beavers explained the benefits that are offered through the SBA Program. See pages 860-863.

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

MEMORANDUM OF AGREEMENT

RESOLUTION #6-2025

A- Stevens Lane Bridge- County Engineer Brad Spalding presented the 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.

On motion of Jon Snow, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to adopt and approve the execution of a Memorandum of Agreement between the Nelson County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for the amount of \$272,934.00 for the Stevens Lane (CR 1053), Bridge ID No. 090C00011N and give Judge Hutchins authority to sign all documents and contracts relating to this project. See pages 864-880.

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

RESOLUTION #7-2025

Proposed Agreement and Resolution utilizing Rural FLEX Program Funds-

On motion of Jeff Lear, second of M.T. Harned, by unanimous vote of the court, IT IS HEREBY ORDERED to adopt and approve the Proposed Agreement and Resolution utilizing Rural FLEX Program Funds and give Judge Hutchins authority to sign all documents and contracts relating to this project. This Agreement between the Nelson County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System. See pages 881-893.

RESOLUTION #8-2025

B- Shady Lane and Yates Cooney Neck Road-

On motion of M.T. Harned, second of Jon Snow, by unanimous vote of the court, IT IS HEREBY ORDERED to adopt and approve the execution of a Memorandum of Agreement between the Nelson County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for the amount of \$333,000.00 for Shady Lane and Yates Cooney Neck Road and give Judge Hutchins authority to sign all documents and contracts relating to this project. See pages 894-909.

DEPUTY JUDGE/EMA UPDATES: BRAD METCALF: NO REPORT

County Assistant Engineer John Greenwell gave an update on the ongoing Waterline Projects

COUNTY ATTORNEY UPDATE: CHIP MCKAY/KELLEY DEATON-

County Attorney Chip McKay was absent from Court. Assistant County Attorney Kelley Deaton was acting County Attorney.

A- SECOND READING of Street-Legal Special Purpose Vehicles Ordinance-

ORDINANCE #6-2025

On motion of Jeff Lear, second of M.T. Harned, by unanimous vote of the court, IT IS HEREBY ORDERED to approve and adopt the Street-Legal Special Purpose Vehicles Ordinance as presented. See pages 910-912.

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MAGISTRATE REPORTS:

MAGISTRATE KEITH METCALFE- Magistrate Metcalfe thanked the County Road Department for road work done in District #1.

MAGISTRATE ADAM WHEATLEY- Magistrate Weakley thanked Road Crews for the work done on the Bridges in District #2.

MAGISTRATE M.T. HARNED- NO REPORT

MAGISTRATE JEFF LEAR- NO REPORT

MAGISTRATE JON SNOW- Magistrate Snow reminded everyone about the County Fair this week.

JUDGE HUTCHINS REPORT:

A- New Hires- See page 913.

On motion of M.T. Harned, second of Keith Metcalfe, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the New Hire List as presented.

Isaac Vittitow, full time Driver/Laborer. (Road Department)

B- Parks and Recreation Director Contract-

On motion of Jon Snow, second of Adam Wheatley, IT IS HEREBY ORDERED to approve the County Parks and Recreation Director Contract as presented. See page 914.

MATTER OF RECORD

C- Deceased Farm Animal Removal Program Agreement- See pages 915-924.

D- Departments and other Reports- See pages 925-935.

PUBLIC HEARING

On motion of Keith Metcalfe, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to go into a Public Hearing for Zoning Map Amendment #2761 from A-1 (Agriculture District) to R-1A (Single-Family Residential District) at the corner of Loretto Road and JR Ballard Lane.

County Judge Tim Hutchins asked for a motion to approve Executive Assistant/Human Resources Carole Bryan to take the Minutes as County Clerk Jeanette Sidebottom is a co-applicant on this request.

On motion of Adam Wheatley, second of Jon Snow, by unanimous vote of the court, IT IS HEREBY ORDERED to approve Executive Assistant/Human Resources Carole Bryan to take the Minutes as County Clerk Jeanette Sidebottom is a co-applicant on this request.

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JUDGE HUTCHINS REPORT: continued

County Judge Hutchins asked for a motion to accept the previous testimony from Nelson County Planning and Zoning and the Applicants.

On motion of Jeff Lear, second of M.T. Harned, by unanimous vote of the court, IT IS HEREBY ORDERED to accept the previous testimony from Nelson County Planning and Zoning and the Applicants.

Applicants Attorney Thomas Hamilton presented testimony for Zoning Map Amendment #2761 from A-1 (Agriculture District) to R-1A (Single-Family Residential District) at the corner of Loretto Road and JR Ballard Lane.

Jacob Hall of Bardstown spoke in favor of the request.

Scott Turner, Darleen Hawkins and Wanda Turner all of J.R. Ballard Lane spoke against the request.

Magistrate Keith Metcalfe, made a motion to approve the request for Zoning Map Amendment #2761 from A-1 (Agriculture District) to R-1A (Single-Family Residential District) at the corner of Loretto Road and JR Ballard Lane.

On motion of Keith Metcalfe, second of Jon Snow, and after some discussion, the Request for Zoning Map Amendment #2761 from A-1 (Agriculture District) to R-1A (Single-Family Residential District) at the corner of Loretto Road and JR Ballard Lane, was denied by a 4-1 vote. Magistrate Keith Metcalfe voted yes to approve the request. Magistrates M.T. Harned, Jeff Lear, Jon Snow and Adam Wheatley voted no.

Magistrate Jeff Lear made a motion to deny the request for Zoning Map Amendment #2761 from A-1 (Agriculture District) to R-1A (Single-Family Residential District) at the corner of Loretto Road and JR Ballard Lane. Motion to deny the request was approved by a vote of 4 yes votes from Magistrates M.T. Harned, Jeff Lear, Jon Snow and Adam Wheatley and 1 no vote from Magistrate Keith Metcalfe.

County Judge Hutchins asked for a motion to close the Public Hearing for Zoning Map Amendment #2761 from A-1 (Agriculture District) to R-1A (Single-Family Residential District) at the corner of Loretto Road and JR Ballard Lane.

On motion of M.T. Harned, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to close the Public Hearing for Zoning Map Amendment #2761 from A-1 (Agriculture District) to R-1A (Single-Family Residential District) at the corner of Loretto Road and JR Ballard Lane.

OLD OR NEW BUSINESS: NONE

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

On motion of Adam Wheatley, 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.

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

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

No action was taken.

Magistrate Keith Metcalfe made a motion to update the Joint City-County Planning and Zoning Comprehensive Plan.

On motion of Keith Metcalfe, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the motion to update the Joint City-County Planning and Zoning Comprehensive Plan.

After discussions Magistrate Keith Metcalfe withdrew his previous motion to update the Joint City- County Comprehensive Plan and made a new motion to update the Joint City-County Comprehensive Plan with a January 1, 2026 deadline.

On motion of Keith Metcalfe, second of Adam Wheatley, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the motion to update the Joint City-County Planning and Zoning Comprehensive Plan with a January 1, 2026 deadline.

On motion of Adam Wheatley, second of Jon Snow, by unanimous vote of the court, IT IS HEREBY ORDERED to adjourn the July 15, 2025 Regular-Closed Session Fiscal Court.

TIM HUTCHINS, NELSON COUNTY JUDGE/EXECUTIVE

JEANETTE HALL SIDEBOTTOM, NELSON COUNTY CLERK

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10-8 Systems LLC
27201 Puerta Real, Suite 300
Mission Viejo, CA 92691
1-866-410-8797
10-8Systems.com

July 15, 2025

NELSON COUNTY FISCAL COURT
ATTN: BRAD METCALF - DEPUTY JUDGE EXECUTIVE - CAD/MDT/RMS
1 COURT SQUARE, BARDSTOWN, KY 40004

SUBJECT: *Support for Transition to 10-8 Service & NIBRS Reporting*

To Whom It May Concern,

At the request of Sheriff Pineiroa and Mr. Brad Metcalf, this letter confirms that 10-8 Systems is committed to completing the work necessary to ensure Nelson County's National Incident-Based Reporting System (NIBRS) submissions are fully operational and compliant with Kentucky State Police.

Our technical team has already begun coordinating the remaining steps, which include:

1. Finalizing the NIBRS data-exchange template required by the Kentucky State Police (KSP)
2. Performing any system configuration or data-mapping updates identified during that process.
3. Providing the Sheriff's Office with guidance on day-to-day data entry and quality-assurance best practices.

Because NIBRS certification depends on review and approval by KSP, portions of the schedule remain outside our direct control. We will continue to push the project forward, collaborate closely with KSP, and keep the Sheriff's Office apprised of progress and next actions.

If you desire additional information, don't hesitate to contact me at (949) 550-9515 at any time or visit our website at 10-8Systems.com. Thank you for your interest in our products.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin Ruef", is written over a light blue horizontal line.

Kevin Ruef
Director of Business Operations
Mobile: 949-550-9515
Email: kevinr@10-8systems.com

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**Nelson County Fiscal Court
Bills for Court Approval
July 15, 2025**

Name	Memo	Account	Amount
01 General Fund			
ADP	Payroll Processing	9100301 · Payroll Processing	\$ 818.87
American Tire	Tires, repairs	5105340 · Law Enforc Vehicle maintenance	1,205.10
Aqua Treat	Cooling tower water treatment	5081334 · Justice Center Building Maint	150.00
Aqua Treat	Geothermal water treatment	5415334 · Civic Center Bldg Supplies	184.80
Ballard, Michael A	2025 Appeals Board	5035191 · Assessment Appeals Board Fee	100.00
Bluegrass Integrated Comm	Postcard processing fees	5065427 · Elections Supplies	159.60
Boyd Co	Climate Pro K60 5ton AC units	5080364 · Rented Equipment	6,139.43
Carey Sign	Zoning change signage	5001445 · CJE Office Expense	25.00
Central Ky Plumbing	Faucets	5401467 · Recreation Supplies & Equipment	357.60
Cintas	Mats, cleaning and custodial supplies	5010334 · Sutherland Bldg Maint Supplies	122.36
Cintas	Bathroom supplies	5080334 · Old Courthouse Bldg Supplies	116.62
Cintas	Mats, cleaning and bathroom supplies	5081334 · Justice Center Building Maint	218.19
Cintas	Bathroom supplies	5082334 · SOB Bldg Maint	116.62
Cintas	Bathroom supplies	5305334 · Sr Citizens Bldg Maintenance	116.62
Cintas	Bathroom supplies	5415334 · Civic Center Bldg Supplies	121.14
Conway Heaton	2021 Explorer - electrical repairs, tuneup	5105340 · Law Enforc Vehicle maintenance	2,044.91
Coulter's Towing	Forklift rental	5330515 · Feed America Program	125.00
Cross Tech	Evidence room door repairs	5105334 · Law Enforc Building Maint	78.56
Cundiff, Leo	Sweep parking lot	5415329 · Civic Center Maint Contracts	100.00
Danville Office	Paper, copier agreement	5115502 · Inspection and Permit Expense	87.90
Danville Office	Monthly copier contract	5205343 · Shelter Clinic Expense	25.00
Duplicator Sales	Copier fees	5205343 · Shelter Clinic Expense	39.27
Edelen Graphics	Pet drop signage	5205343 · Shelter Clinic Expense	98.00
GBA	Adoption forms and supplies, business cards	5205343 · Shelter Clinic Expense	415.00
Guardian Protection	Fire and burglar alarm monitoring	5010334 · Sutherland Bldg Maint Supplies	43.14
Guardian Protection	Fire and burglar alarm monitoring	5087334 · Old Library Bldg Maint	52.74
Guardian Protection	Fire inspection	5087334 · Old Library Bldg Maint	37.66
Guardian Protection	Fire and burglar alarm monitoring	5205343 · Shelter Clinic Expense	41.44
Hall, Thomas	Legal services	5310332 · Public Defender Contract	450.00
Holt Computers	Remote backup service	5115502 · Inspection and Permit Expense	100.00
Holt Computers	Service call	5205343 · Shelter Clinic Expense	100.00
Holt Computers	Setup temp locations	9100585 · IT Fees and Services	440.00
Hord Landscaping	Sprinkler startup, repairs	5080334 · Old Courthouse Bldg Supplies	360.60
Humane Society	Spay/neuter/vaccines 0625	5205549 · Shelter Vaccine and Meds	3,836.16
Joe Hill's	Pole Saw, Weedeater	5401467 · Recreation Supplies & Equipment	886.96
Johnson Controls	Annual fire alarm monitoring	5081334 · Justice Center Building Maint	815.72
KACo	Membership fees	9100551 · Memberships	1,100.00
KACo Fidelity Bonds	Treasurer and finance officer bonds	9100531 · Fidelity and Surety Bonds	610.80
Kute, Kenny	2025 Appeals Board	5035191 · Assessment Appeals Board Fee	100.00
Ky Auditor	Fiscal Court Audit 2024	9100307 · Audit Services	20,984.25
Ky Office of Technology	Laptop utilization fees	5065427 · Elections Supplies	65.00
Ky Psychological Assoc	Court-ordered evaluation	5301357 · Indigent Person Services	400.00
Leo Talbott & Sons	Service call	5010516 · Sutherland Bldg Heat/Air Repair	310.00
Leo Talbott & Sons	Service check AC	5105334 · Law Enforc Building Maint	220.00
Leo Talbott & Sons	Service calls	5415516 · Civic Center Heating/Air Repair	655.00
Leo Talbott & Sons	Water source heatpump	5415711 · Heating and Air Equipment	6,455.00
Lowe's	Building repairs	5081334 · Justice Center Building Maint	68.31
Lowe's	Seal coat supplies	5085571 · Building and Lot Repairs	39.84
Lowe's	Cleaning and maintenance supplies	5401467 · Recreation Supplies & Equipment	928.87

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**Nelson County Fiscal Court
Bills for Court Approval
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Name	Memo	Account	Amount
01 General Fund (continued)			
Midwest Vet Supply	Vaccines and meds	5205549 · Shelter Vaccine and Meds	1,146.02
Newcomb Oil Co	Fuel	5105429 · Law Enforc Fuel	5,811.64
Newcomb Oil Co	Fuel, crew supplies	5135446 · Emergency Mgmt Program Expense	508.75
Oil Guys	Oil Changes	5105340 · Law Enforc Vehicle maintenance	104.99
Oracle Elevator Co	Service calls - hydraulic odors, floor leveling	5010334 · Sutherland Bldg Maint Supplies	2,534.56
Patrons Home Center	Building repair and maint	5010334 · Sutherland Bldg Maint Supplies	94.52
Patrons Home Center	Painting supplies	5020445 · Coroner office expense	17.98
Patrons Home Center	Banner snaps	5080334 · Old Courthouse Bldg Supplies	19.92
Patrons Home Center	Irrigation pump repairs	5081334 · Justice Center Building Maint	24.61
Patrons Home Center	Door repairs	5082334 · SOB Bldg Maint	13.58
Patrons Home Center	Seal coat supplies	5085571 · Building and Lot Repairs	62.53
Patrons Home Center	Handrail maint	5086334 · Wickland Building Maint	38.63
Patrons Home Center	Cleaning supplies	5105334 · Law Enforc Building Maint	11.97
Patrons Home Center	Electrical box/keys	5135446 · Emergency Mgmt Program Expense	47.94
Patrons Home Center	Park maintenance supplies, lighting repairs	5401467 · Recreation Supplies & Equipment	1,912.86
Paxton Media Group	Delinquent tax advertising	9100539 · Advertising & Legal Notices	3,560.25
Paxton Media Group	Public and legal notices, 2024 audit	9100539 · Advertising & Legal Notices	1,357.96
Quill Corporation	Storage boxes	5040445 · Treasurer Office Expense	49.98
Revelation Properties	Office rent	5064364 · Comm Atty Office Rent	1,400.00
Schardein Mechanical	Replace fan motor	5081516 · A/C, HVAC, Geothermal	455.00
Seal Master	Seal coat Plaza/Sheriff area	5085571 · Building and Lot Repairs	8,579.50
Sheriff	Summons, transports, court 0425-0625	5015199 · Sheriff Fees Payable	1,144.52
Sherwin Williams	Paint - Plaza parking lot	5085571 · Building and Lot Repairs	531.45
Sherwin Williams	Paint - parking lot	5401467 · Recreation Supplies & Equipment	177.15
Sidebottom, Jeanette	2025 Appeals Board	5035191 · Assessment Appeals Board Fee	100.00
Tatum Auto Supply	Vehicle maintenance	5115502 · Inspection and Permit Expense	15.98
Tatum Auto Supply	Bearings	5135446 · Emergency Mgmt Program Expense	19.12
Thermal Equipment	Control boards - water pumps	5081334 · Justice Center Building Maint	2,356.00
Tractor Supply	Maintenance supplies	5401467 · Recreation Supplies & Equipment	139.97
Willett's Lawn	Justice Center mowing 0625	5081329 · Justice Center Maint Contracts	680.00
Willett's Lawn	Plaza mowing 0625	5085315 · Contracted Services	400.00
Willett's Lawn	Football/Baseball mowing 0625	5401329 · Recreation Maint Contracts	1,280.00
Willett's Lawn	Soccer paint 0625	5401329 · Recreation Maint Contracts	250.00
Willett's Lawn	Park infields 0625	5401329 · Recreation Maint Contracts	400.00
Willett's Lawn	Soccer mowing 0625	5401329 · Recreation Maint Contracts	2,332.00
Wimpsett, Tyler	Contract labor 0725 - parks	5401329 · Recreation Maint Contracts	1,833.33
Total 01 General Fund			91,479.79
02 Road Fund			
All State Truck Sales	Fleet repair and maintenance	6105340 · Vehicle Maint and Repair	1,631.42
Ascendance Truck	Truck 308	6105443 · Parts	47.40
Bardstown Mills	Chainsaw supplies	6105427 · Garage supplies	49.80
Bardstown Mills	Herbicide, weed killer	6105431 · Fences, ROW, Tree Removal	1,940.80
Big Three Tractor	Bushhog	6105443 · Parts	98.50
Boyd Co	CAT HM210	6105443 · Parts	402.23
Bumper to Bumper	Fleet repair and maintenance	6105340 · Vehicle Maint and Repair	862.84
Bumper to Bumper	Shop tools	6105427 · Garage supplies	13.13
Bumper to Bumper	Equipment repair and maint	6105443 · Parts	405.70
Cintas	Cleaning and bathroom supplies	6103411 · Cleaning and custodial supplies	252.67

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Name	Memo	Account	Amount
02 Road Fund (continued)			
Cintas	Uniforms	6105481 · Uniforms	1,161.86
Conway Heaton	2017 F250	6105340 · Vehicle Maint and Repair	7.90
Cross Tech	Metal	6105427 · Garage supplies	399.39
Duplicator Sales	Copier fees	6103445 · Office Expenses	25.06
Hayes Pipe Supply	Pipe	6105457 · Bridge & Culvert Materials	10,455.00
Joe Hill's	Chainsaw supplies	6105443 · Parts	74.74
Keystops	Fuel and lubricants	6105429 · Fuel and Lubricants	16,641.19
Ky Truck Sales, Inc.	Truck 310	6105443 · Parts	392.49
Lasco	Truck 413	6105443 · Parts	137.38
Lawson Products	Garage supplies	6105427 · Garage supplies	218.91
Lowe's	Maintenance supplies	6105427 · Garage supplies	33.27
Patrons Home Center	Garage and maintenance supplies	6105427 · Garage supplies	232.75
Patrons Home Center	Misc parts	6105443 · Parts	37.48
Quill Corporation	Time cards, coffee and office supplies	6103445 · Office Expenses	312.57
Saf-ti-Co	Street signage	6105469 · Signs & Posts	111.30
Sherwin Williams	Supplies	6105427 · Garage supplies	39.50
Tatum Auto Supply	Garage supplies	6105427 · Garage supplies	114.97
Tatum Auto Supply	JD 5525	6105443 · Parts	37.82
Total Truck Parts	2017 F350	6105340 · Vehicle Maint and Repair	58.74
Total Truck Parts	Truck 308, road tractor	6105443 · Parts	1,112.47
Truck Parts & Service	Garage supplies	6105427 · Garage supplies	169.22
Truck Parts & Service	Trucks 306, 413	6105443 · Parts	587.77
Wimsett, Keith	2 cycle oil	6105427 · Garage supplies	431.85
Wright Implement	JD 5525, 5090	6105443 · Parts	508.64
Total 02 Road Fund			39,006.76
03 Jail Fund			
All State Truck Sales	2016 F250	5101340 · Vehicle expense	21.63
American Jail Assoc	Membership	5101446 · Jail Supply and Provisions	300.00
APB Consulting Solutions	Choking rescue device	5101446 · Jail Supply and Provisions	159.90
Autonomy Today	Cadmus software renewal	5101318 · Data Processing Contract	13,100.00
Bluegrass Seed	Weed killer	5101334 · Building Maintenance	159.95
Bob Barker	Gloves	5101446 · Jail Supply and Provisions	122.00
Bumper to Bumper	2018 F150	5101340 · Vehicle expense	15.69
Bumper to Bumper	2015 F350 - tune up	5101340 · Vehicle expense	1,163.04
Cintas	Mats, building supplies	5101334 · Building Maintenance	106.98
Cross Tech	Rec door repairs	5101334 · Building Maintenance	28.97
Crume Drug Store	Inmate Medical 0625	5101549 · Routine Medical	2,567.62
Danville Office	Copier fees, office supplies	5101445 · Office Supplies	695.27
Duncan Septic Service	Grease trap cleaning - emergency call	5101334 · Building Maintenance	400.00
Edelen Graphics	Magnetic door signs for jail room doors	5101334 · Building Maintenance	336.00
Express Mobile Diagnostics	Inmate medical	5101549 · Routine Medical	100.00
Garcia Clinical Laboratory	Lab services	5101549 · Routine Medical	100.00
Hillyard	Tissue, trash bags	5101411 · Custodial Supplies	797.34
Hughley, Victoria	Fuel reimbursement	5101340 · Vehicle expense	24.00
Kellwell Food Mgmt	Food	5101425 · Food	19,194.70
Ky Auditor	Canteen Audit 2024	5101428 · Canteen Expenditures	3,601.79
Leo Talbot & Sons	Service call	5101516 · Heating and Air Conditioning	460.00
Lowe's	Inmate crew supplies	5101446 · Jail Supply and Provisions	85.44

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**Nelson County Fiscal Court
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Name	Memo	Account	Amount
03 Jail Fund (continued)			
Nelson EMS	Inmate medical	5101549 · Routine Medical	2,484.50
Oil Guys	Oil change	5101340 · Vehicle expense	58.90
Patrons Home Center	Building repairs	5101334 · Building Maintenance	48.18
Patrons Home Center	Weed killer, sprayer	5101406 · Tools and maint supplies	50.98
Patrons Home Center	Tissue	5101411 · Custodial Supplies	69.99
Patrons Home Center	Misc repairs, inmate crew supplies	5101446 · Jail Supply and Provisions	221.83
Romaine Companies	Cleaner for mop buckets & cleaning machine	5101411 · Custodial Supplies	10,080.58
Stratton, Melissa	Fuel reimbursement	5101340 · Vehicle expense	44.76
WK Correct Dental	Inmate medical	5101549 · Routine Medical	1,141.00
Total 03 Jail Fund			57,741.04
04 LGEA Fund			
Haydon Materials	Misc county roads	6105409 · Rock	3,245.98
Mago Construction	Bowling Pike	6105405 · Hot and cold mix	3,125.46
Total 04 LGEA Fund			6,371.44
09 Ambulance Fund			
AMB	0625 collections	5140320 · Collection services	12,342.39
American Tire	Squad 41 front end repair	5140340 · Vehicle Maintenance & Repairs	1,959.89
American Tire	Sq 31 AC compressor, clutch	5140340 · Vehicle Maintenance & Repairs	1,947.25
Bound Tree Medical	Medical supplies	5140550 · Medical supplies & Materials	1,667.40
Buzick	Vehicle maintenance supplies	5140340 · Vehicle Maintenance & Repairs	26.80
Cintas	Mats, cleaning and custodial supply	5140441 · Supplies and Equipment	390.86
CompX Fort	Medical supplies	5140550 · Medical supplies & Materials	379.60
Emergency Svcs Marketing	Subscription fee	5140551 · Dues	660.00
Eric Hayden Collision	Sq 39 - Insurance Claim	5140340 · Vehicle Maintenance & Repairs	500.00
Galls	Uniforms	5140441 · Supplies and Equipment	72.29
Holt Computers	Remote backup service	5140441 · Supplies and Equipment	100.00
Newcomb Oil Co	Fuel	5140429 · Fuel and lubricants	9,164.29
NexAir	Oxygen	5140550 · Medical supplies & Materials	321.86
Penn Care	Medical supplies	5140550 · Medical supplies & Materials	128.00
Quick Care Express	Fleet maintenance	5140340 · Vehicle Maintenance & Repairs	80.95
Secure Stream LLC	File shred services	5140445 · Office Expense	60.00
Secure Stream LLC	Bio haz box	5140550 · Medical supplies & Materials	67.00
Select-Tech Inc	Light bar	5140340 · Vehicle Maintenance & Repairs	46.53
Total 09 Ambulance Fund			29,915.11
82 E911			
Cintas	Bathroom supplies	5145334 · Central Dispatch Bldg Maint	116.62
Vencill Enterprises	Siren and tower repairs (insurance claim)	5145420 · Tower and Siren Maintenance	7,279.00
Xerox	Copier contract	5145445 · Office Expense	147.26
Total 82 E911			7,542.88
84 ARPA Grant			
Reid's Plumbing	Plumbing permits	8099743 05 · Hurricane Hills Water Project	460.00
Total 84 ARPA Grant			460.00
13 Solid Waste Fund			
American Tire	Tires for garbage trucks	5215479 · Tires	3,986.58
Big Three Tractor	Truck 423	5215443 · Parts	45.60
Cintas	Uniforms	5215481 · Employee uniforms	312.66
Dival Safety	Gloves	5215594 · Crew Safety Equipment	88.44

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**Nelson County Fiscal Court
Bills for Court Approval
July 15, 2025**

Name	Memo	Account	Amount
13 Solid Waste Fund (continued)			
Keystops	Fuel	5215429 · Fuel & Lubricants	16,796.24
Lasco	Brakes and drums Trucks 416 and 420	5215443 · Parts	2,739.84
Mattingly Silos Inc	Truck 423	5215443 · Parts	331.76
Tatum Auto Supply	Trucks 419, 420	5215443 · Parts	79.38
Total 13 Solid Waste Fund			<u>24,380.50</u>
15 Landfill Fund			
American Tire	Tires for John Greenwell's truck	5210479 · Tires	758.68
Big Three Tractor	Bushhog	5210443 · Parts	379.26
Bumper to Bumper	Starter fluid	5210427 · Main supplies	4.99
Buzick	Ratchet tie-downs	5210427 · Main supplies	49.90
Cintas	Bathroom and cleaning supplies	5210411 · Custodial supplies	170.64
Cintas	Uniforms	5210481 · Uniforms	302.91
Culver, Eric	Boot allowance	5210481 · Uniforms	100.00
Duplicator Sales	Copier fees	5210445 · Office Expense	78.23
Edelen Graphics	Recycling signage	5217428 · Recycling Supplies	1,360.00
Hinkle Construction	Landfill Expansion- final	8011750 · Landfill Phase Construction	232,547.36
Keystops	Fuel and lubricants	5210429 · Fuel & Lubricants	14,461.25
Ky Div Waste Management	Quarterly fee	5210314 · Environmental Remediation Fee	43,909.82
Lasco	Equipment repairs/maint	5210443 · Parts	764.94
Lawson Products	Garage supplies	5210427 · Main supplies	125.04
Leo Talbott & Sons	Service call	5210334 · Building Maintenance	440.00
Modern Supply	Welding supplies	5210427 · Main supplies	35.00
Pace Analytical	Monitoring	5210324 · Environmental Monitoring	411.20
Paradigm Software	Scale program - annual support agreement	5210329 · Maintenance Contracts	4,644.85
Patrons Home Center	Push brooms, grain scoop, keys	5210427 · Main supplies	126.80
Quill Corporation	Litter pick up supplies	5210427 · Main supplies	111.12
Quill Corporation	Coffee supplies, office supply	5210445 · Office Expense	67.16
Quill Corporation	Safety signage	5210594 · Crew Safety Equipment	28.20
Snap-On Tools	Tools	5210475 · Tools	16.20
Tatum Auto Supply	Freon, garage supplies	5210427 · Main supplies	300.98
Tatum Auto Supply	963K	5210443 · Parts	191.66
Truck Parts & Service	Truck 421, misc parts	5210443 · Parts	117.59
Total 15 Landfill Fund			<u>301,503.78</u>
23 Occupational Tax Fund			
Quill Corporation	Storage boxes	5047445 · OLF Office supplies	51.98
Total 23 Occupational Tax Fund			<u>51.98</u>
Bills for Court Approval			<u><u>\$ 558,453.28</u></u>

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**Nelson County Fiscal Court
Additional Bills for Court Approval
July 15, 2025**

Name	Memo	Account	Amount
01 General Fund			
Mastersons Appliance	Appliance repairs	5205343 - Shelter Clinic Expense	\$ 135.00
Total 01 General Fund			<u>135.00</u>
02 Road Fund			
Prestress Services Industries LLC	Beams - Woodlawn Bridge Project	6105312 - Bridges	42,120.00
Prestress Transportation LLC	Beams - Woodlawn Bridge Project	6105312 - Bridges	4,680.00
Total 02 Road Fund			<u>46,800.00</u>
09 Ambulance Fund			
AT&T First Net EMS	ATT First Responder service	5140336 - Equipment Maintenance & Repairs	738.17
Holt Computers	Remote backup service	5140441 - Supplies and Equipment	100.00
Total 09 Ambulance Fund			<u>838.17</u>
15 Landfill Fund			
Four Star Tire	Tire removal	5210398 - Tire Removal Services	945.50
Total 15 Landfill Fund			<u>945.50</u>
74 Opioid Settlement			
FunFlicks	Screen rental for Family Movie Night Event	5315548 - Drug Prevention Projects	2,650.00
Total 74 Opioid Settlement			<u>2,650.00</u>
82 E911			
Holt Computers	Remote backup service	5145348 - IT Support Services	100.00
Total 82 E911			<u>100.00</u>
84 ARPA Grant			
Kiefer's Contracting	Draw #2	8099743 05 - Hurricane Hills Water Project	80,383.17
Total 84 ARPA Grant			<u>80,383.17</u>
Additional Bills for Court Approval			<u>\$131,851.84</u>

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NELSON COUNTY FISCAL COURT FY 2025 Employee Reimbursements - paid via Payroll July 15, 2025
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	<u>Description</u>	<u>Account</u>	<u>Amount</u>
911 Dispatch			
Claressa Nevitt	Training/travel	5145-569	115.92
Leslie Allen	Training/travel	5145-569	115.92
Lauren Godbey	Training/travel	5145-569	115.92

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NELSON COUNTY FISCAL COURT
FY 2025 Paid Bills/Upcoming Transfers for Court Approval
July 15, 2025

Fund/Vendor	Description	Account	Amount
<u>General Fund</u>			
Merchant Pact Services	Credit card fees 0725	5115502 · Inspection and Permit Expense	\$ 44.95
Merchant Pact Services	Credit card fees 0725	5205343 · Animal Control Clinic Expense	449.50
Just Like Magic	Cleaning Services 0725	5105329 · Law Enforc Bldg Maint Contracts	1,512.00
Nelson Co Jail	Transfers from General Fund - June 2025	4909 03 · Transfers to Jail	189,200.00
<u>Landfill Fund</u>			
Merchant Pact Services	Credit card fees 0725	5210445 · Office Expense	25.00
WesBanco	Investment fees: 0725	5210503 · Bank charges/investments	120.16
TOTAL PAID BILLS AND TRANSFERS			\$ 191,351.61

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U.S. Small Business
Administration

DISASTER ASSISTANCE
Customer Service Center (800) 659-2955

KENTUCKY - SEVERE STORMS, STRAIGHT-LINE WINDS, TORNADOES, FLOODING, LANDSLIDES, AND MUDSLIDES

Declaration #21061

Office Locations

Updated 07/02/25

Office Type	County	Address	Days Open	Hours Open
BRC	Franklin	Expree Credit Union <u>100 Moore Dr.</u> Frankfort, KY 40601	Monday - Thursday Friday Saturday	8:00 am - 5:00 pm 8:00 am - 6:00 pm 9:00 am - 1:00 pm Closed July 4 - 5th for the holiday
BRC	Hardin	KY State Police Post 4, Building G <u>954 Cameron Ponder Drive</u> Elizabethtown, KY 42701	Monday - Friday Saturday	8:00 am - 6:00 pm 9:00 am - 3:00 pm Closed July 4 - 5th for the holiday
BRC	Hopkins	Hopkins County EMA <u>130 N Franklin St</u> Madisonville, KY 42431	Monday - Friday Saturday	8:00 am - 6:00 pm 9:00 am - 3:00 pm Central Time Zone Closed July 4 - 5th for the holiday
BRC	Jefferson	Jefferson County Council Chambers <u>10416 Watterson Trail</u> Jeffersonton, KY 40299	Monday - Friday Saturday	9:00 am - 7:00 pm 9:00 am - 3:00 pm Closed July 4 - 5th for the holiday
DRC	Bullitt	Bullitt County Emergency Services <u>238 Salt Well Rd</u> Shepherdsville, KY 40165	Monday - Saturday	9:00 am - 7:00 pm Closed July 4 - 5th for the holiday
DRC	Butler	Butler County Courthouse <u>110 N Main Street</u> Morgantown, KY 42261	Monday - Saturday	9:00 am - 7:00 pm Closed July 4 - 5th for the holiday

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DISASTER ASSISTANCE
Customer Service Center (800) 659-2955

Office Type	County	Address	Days Open	Hours Open
DRC	Christian	Murray State University Classroom 5305 Fort Campbell Blvd Hopkinsville, KY 42240	Monday - Saturday	9:00 am - 7:00 pm <i>Central Time Zone</i> <i>Closing Wednesday, July 3rd</i>
DRC	Franklin	Frankfort Plaza 827 Louisville Road Frankfort, KY 40601	Monday - Saturday	9:00 am - 7:00 pm <i>Closed July 4 - 5th for the holiday</i>
DRC	Grayson	Fiscal Courthouse 125 E. White Oak St Leitchfield, KY 42754	Monday - Saturday	9:00 am - 7:00 pm <i>Central Time Zone</i> <i>Closed July 4 - 5th for the holiday</i>
DRC	Hardin	KY State Police #4 954 Cameron Ponder Drive Elizabethtown, KY 42701	Monday - Saturday	9:00 am - 7:00 pm <i>Closed July 4 - 5th for the holiday</i>
DRC	Henderson	Henderson Salvation Army 1213 Washington St. Henderson, KY 42420	Monday - Saturday	9:00 am - 7:00 pm <i>Closed July 4 - 5th for the holiday</i> <i>Closing on Saturday</i> <i>July 12, 2025</i>
DRC	Jefferson	Anchorage Middletown Fire Station 8905 US 42 Prospect, KY 40059	Monday - Saturday	9:00 am - 7:00 pm <i>Closed July 4 - 5th for the holiday</i>
DRC	Jefferson	Jefferson County Council Chambers 10416 Watterson Trail Jeffersonton, KY 40299	Monday - Saturday	9:00 am - 7:00 pm <i>Closed July 4 - 5th for the holiday</i>
DRC	Larue	EMS Classroom 924 S. Lincoln Blvd Hodgenville, KY 42748	Monday - Saturday	9:00 am - 7:00 pm <i>Closed July 4 - 5th for the holiday</i>

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Office Type	County	Address	Days Open	Hours Open
DRC	McLean	Calhoun Baptist Church 315 Main St Calhoun, KY 47328	Monday - Saturday	9:00 am - 7:00 pm <i>Central Time Zone</i> Closed July 4 - 5th for the holiday
DRC	Meade	Brandenburg County Fairground Greer Command Center 884 Hillcrest Dr. Brandenburg, KY 40108	Monday - Saturday	9:00 am - 7:00 pm Closed July 4 - 5th for the holiday
DRC	Ohio	Ohio County Community Center 130 E. Washington St. Hartford, KY 42347	Monday - Saturday	9:00 am - 7:00 pm <i>Central Time Zone</i> Closed July 4 - 5th for the holiday
DRC	Pendleton	Pendleton County EOC 2275 Hwy 27 North Falmouth, KY 41040	Monday - Saturday	9:00 am - 7:00 pm Closed July 4 - 5th for the holiday
DRC	Trimble	Trimble County Board of Education 116 Wentworth Ave. Bedford, KY 40006	Monday - Saturday	9:00 am - 7:00 pm Closed July 4 - 5th for the holiday
DRC	Warren	Michael O. Buchanan Park Gymnasium Bldg. 9222 Nashville Rd Bowling Green, KY 42101	Monday - Saturday	9:00 am - 7:00 pm <i>Central Time Zone</i> Closed July 4 - 5th for the holiday
DRC	Woodford	Senior Citizen Center 185 Beasley Rd Versailles, KY 40383	Monday - Saturday	9:00 am - 7:00 pm Closed July 4 - 5th for the holiday

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U.S. Small Business
Administration

DISASTER ASSISTANCE
Customer Service Center (800) 659-2955

Office Type	County	Address	Days Open	Hours Open
MDRC	Powell	Powell County EOC 33 Commerce Dr. Stanton, KY 40380	Monday - Saturday	9:00 am - 7:00 pm <i>Closed July 4 - 5th for the holiday</i>

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COUNTY OF NELSON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 090C00011N
\$272,934 – 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 Stevens Lane (CR 1053), Bridge ID No. 090C00011N, 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 \$272,934 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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\$272,934 – 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 \$272,934 of County/City Bridge Improvement Program Funding (FD15) for all eligible expenses for this Project.** The

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BRIDGE REPAIR/REPLACEMENT
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\$272,934 - 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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BRIDGE REPAIR/REPLACEMENT
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\$272,934 – CCBIP (FD15) FUNDS

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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BRIDGE REPAIR/REPLACEMENT
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\$272,934 – 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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COUNTY OF NELSON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 090C0001IN
\$272,934 – CCBIP (FD15) FUNDS

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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BRIDGE REPAIR/REPLACEMENT
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\$272,934 – CCBIP (FD15) FUNDS

(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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COUNTY OF NELSON
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COUNTY BRIDGE 090C00011N
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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.

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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

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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

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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

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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.

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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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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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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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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

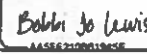
Jim Gray
Secretary

DATE: 7-15-25

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: 6/16/2025

DATE: 6/16/2025

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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 \$272,934 for the Stevens Lane (CR 1053), Bridge ID No. 090C00011N, 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 15th day of July, 2025.

PRINTED NAME

Jeanette Hall Sidebottom

SIGNED NAME

Jeanette Hall Sidebottom

FISCAL COURT CLERK OF NELSON COUNTY

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NELSON COUNTY
BIT. RESURFACING
ON VARIOUS COUNTY ROADS
\$170,504 – CB06 FLEX FUNDS

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

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

WITNESSETH:

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

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

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

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed \$170,504 for the reimbursement of the abovementioned Project.
2. If the Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the Project and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. Concurrence must be obtained by the County through the District 4 Chief District Engineer in Elizabethtown, KY, prior to the awarding of any contract for work or materials to be used on this Project.

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3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); *approval from Bridge Preservation Branch of Division of Maintenance MUST BE OBTAINED before ANY additional load is added to any inventoried structure.* Furthermore, all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 4 Office in Elizabethtown, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. In accordance with, Kentucky Revised Statutes (KRS) §179.380 and 603 Kentucky Administrative Regulation (KAR) §1:020, **The County further agrees that placement of a culvert or road tile shall be required for any new entrance constructed that affects the drainage area surrounding any of the roads listed in the agreement.** The manner as to the implementation of this requirement shall be at the discretion of the County as permitted by State or Federal law. The minimum thickness of any bituminous surface applied shall be one inch.
4. The County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.
5. The Department shall reimburse the County up to \$170,504 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.
6. The County agrees to be responsible for all cost above \$170,504 however, the County shall not be required to expend any more than \$170,504.

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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 any phase of this Project shall be available to reimburse the County for eligible work activities completed and costs incurred prior to expiration.
8. The County shall maintain for a period of three (3) years, after the Rural Secondary Office within the Department issues a project close date, all records of material, equipment, and labor costs involved in the performance of the work for the Project. These records may be subject to audit by the Transportation Cabinet. In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.
9. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.
10. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.
11. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

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MOA/PSC Exception Standard Terms and Conditions Revised June 2025

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

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

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

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

1.00 Effective Date

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

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

The vendor 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.

2.00 LRC Policies

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

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.kv.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

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

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

4.00 EEO Requirements

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

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

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5.00 Cancellation

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

6.00 Funding Out Provision

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

7.00 Reduction in Contract Worker Hours

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

8.00 Authorized to do Business in Kentucky

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

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

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

Registration with the Secretary of State by a Foreign Entity

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

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

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees

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

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

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10.00 Travel expenses, if authorized

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

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

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

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

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

12.00 Purchasing and specifications

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

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

13.00 Conflict-of-interest laws and principles

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

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

14.00 Campaign finance

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

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

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15.00 Access to Records

The state agency 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).

16.00 Social security

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

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

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

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

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor 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 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.

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18.00 Discrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following:
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

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:

[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)

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Boycott Provisions

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.

Lobbying Prohibitions

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.

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

NELSON COUNTY FISCAL COURT

By: _____ Date: _____
COUNTY JUDGE/EXECUTIVE

TRANSPORTATION CABINET USE:

APPROVED AS TO FORM AND LEGALITY:

By: _____ Date: _____
OFFICE OF LEGAL SERVICES

TRANSPORTATION CABINET
DEPARTMENT OF RURAL AND MUNICIPAL AID

By: _____ Date: _____
DEPARTMENT COMMISSIONER

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By: _____ Date: _____
CABINET SECRETARY

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Nelson Co FY26 FLEX Project# 19858 - \$170,504

AUTHORIZATION LOCATION						
ITEM NUMBER	COUNTY	DIST	FACILITY NAME	ROUTE	LENGTH	SCOPE
1	Nelson	4	BOWLING PIKE (CR 1265)	CR 1265	0 - 0.31 (0.31 MI)	BIT. RESURFACING - FROM US 31 E JUNCTION (0.00 MP), EXTENDING SOUTHEAST TO END OF ROAD AT MP 0.308.
1	Nelson	4	SOUTH STILLWELL (CR 1239)	CR 1239	0 - 1.42 (1.42)	BIT. RESURFACING - FROM KY 46 JUNCTION (0.00 MP), EXTENDING NORTH TO END OF ROAD AT MP 1.418.
1	Nelson	4	T HAHN RD (CR 1330)	CR 1330	0 - 1.47 (1.47 MI)	BIT. RESURFACING - FROM KY 523 JUNCTION (0.00 MP), EXTENDING EAST TO END OF ROAD AT MP 1.467.

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RESOLUTION

Fiscal Court of NELSON County

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

Be it resolved by the Fiscal Court that:

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

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

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

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

AYES

NAYS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMONWEALTH OF KENTUCKY:

NELSON COUNTY

I, _____, County Clerk of
NELSON County certify that the foregoing is a true copy of the
Order above. Given under my hand and seal of office this the
____ day of _____, _____.

SIGNED _____

CLERK OF NELSON COUNTY

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COUNTY OF NELSON
SHADY LANE
YATES COONEY NECK ROAD
\$333,000 – CPPP (FD14) FUNDS

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

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and County of Nelson, One Court Square, P.O. Box 578, Bardstown, KY 40004, hereinafter referred to as the Local Public Agency (“**LPA**”).

WITNESSETH:

WHEREAS, the parties hereto desire to resurface Shady Lane and Yates Cooney Neck Road in Nelson County, which shall hereinafter be referred to as the “**Project**.”

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

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

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

WHEREAS, the General Assembly has determined this is a worthwhile **Project** and has authorized reimbursement to the **LPA** by the **Department** in HJR 46 up to \$333,000 in County Priority Projects Funding (FD14) for the completion of this **Project**, and

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COUNTY OF NELSON
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WHEREAS, any cost in excess of the reimbursement funding (\$333,000) for this Project will be the responsibility of the LPA.

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

1. The **Department** agrees to reimburse the LPA up to \$333,000 for completion of work by the LPA, or consultants, contractors, or subcontractors hired by the LPA, under the obligations of this Agreement for resurfacing the following county roads:
 - Shady Lane (CR 1241) from US 62 extending northeasterly to Milepoint 2.250 for approximately 2.250 miles.
 - Yates Cooney Neck Road (CR 1022) from KY 55 extending easterly to Milepoint 0.536 for approximately 0.536 mile.

This **Project** is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$333,000 are the responsibility of the LPA. The LPA further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the LPA.

2. The **Department** has authorized up to \$333,000 in County Priority Projects Funding (FD14) for all eligible expenses for this **Project**. This funding shall be made available for reimbursement to the LPA for all eligible expenses to the **Project**. The LPA shall be responsible for all eligible costs above the \$333,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.

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3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied, the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.
4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **LPA** for eligible work activities completed and costs incurred prior to expiration.
5. The **LPA** shall follow state specifications for each necessary phase of this **Project**. The **LPA** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **LPA** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 4 Office in Elizabethtown. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through the **Department's** District 4 Chief District Engineer in Elizabethtown prior to the awarding of any contract for work or materials to be used on this **Project**.
6. Should the **Project** require any design services, the **LPA** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed

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

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

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\$333,000 – CPPP (FD14) FUNDS

improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

9. The **LPA** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers. Failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.
10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or

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COUNTY OF NELSON
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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.

11. State construction criteria for the type of work shall be followed, including but not limited to the Department's Highway Design Manual, the Department's Standard Drawings, the Department's Standard Specifications for Road and Bridge Construction, the Department's Drainage Manual, the Department's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the Department's Standard Specifications for Road and Bridge Construction, 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.

12. The LPA agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The LPA shall be responsible for all Project construction activities, which may be completed either by the LPA's staff or through the advertisement, opening of bids, selection, and contracting for

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COUNTY OF NELSON
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\$333,000 – CPPP (FD14) FUNDS

contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the Department. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The LPA must receive Department approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the LPA as a result of this Agreement.

13. 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:

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:

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COUNTY OF NELSON
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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.

14. The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following:
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for

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COUNTY OF NELSON
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YATES COONEY NECK ROAD
\$333,000 - CPPP (FD14) FUNDS

employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

15. The LPA shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the Department's specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paperwork associated with the construction contract, including any change orders. The Department shall have access to the Project area and may conduct field reviews of the Project at any time. These field reviews are intended to verify status of the Project, performance of the contractor, adequacy of the LPA oversight, conformance with all laws, regulations, and policies and provide assistance to the LPA as may be necessary.

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16. The LPA may submit to the Department's District 4 Office in Elizabethtown current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the Department; however, in no event is the LPA to submit billings for work performed for less than a thirty (30) day period. All charges to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The Department may require additional documentation at their discretion.
17. The LPA is responsible for ensuring that all Project construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The LPA will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the Department's District 4 Chief District Engineer in Elizabethtown prior to final payment of the Project. When both the LPA and the Department accept the field work as complete, the LPA's project manager shall certify the Project was constructed in accordance with the plans and specifications and that all funding authorized on this Project has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the Department's Final Acceptance Report, the LPA will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the LPA shall provide the Department with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
18. The LPA 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.

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19. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.
20. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 4 Office in Elizabethtown documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
21. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.
22. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons.

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or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.

23. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.

b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the **Project** or cancel its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.

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

24. 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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25. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The LPA hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

26. KRS 45A.485 requires the LPA to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

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

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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 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.

27. 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.

28. The LPA will pass a resolution authorizing the Judge Executive to sign this Agreement on behalf of the LPA. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LPA agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the LPA agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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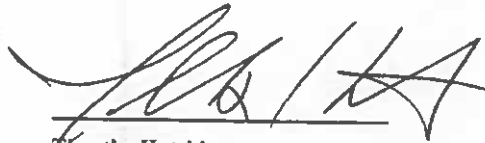
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COUNTY OF NELSON
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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

NELSON COUNTY

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET



Timothy Hutchins
Judge Executive

DATE: 7/15/25

Jim Gray
Secretary

DATE: _____

APPROVED AS TO FORM & LEGALITY

Signed by:


Todd Shipp
Office of Legal Services

DATE: 7/7/2025

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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 \$333,000 for the Shady Lane and Yates Cooney Neck Road, 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 15th day of July, 2025.

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

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AN ORDINANCE RELATING TO THE REGULATION OF STREET-LEGAL SPECIAL PURPOSE VEHICLES IN THE COUNTY OF NELSON

WHEREAS, the Court held a 1st reading on June 17 2025, and held a 2nd reading and adoption on July 15 2025, and after due consideration,

UPON MOTION OF Teff Leas, SECONDED BY M.T. Harrod, AND A VOTE BEING HAD AND THE COUNTY JUDGE ANNOUNCING THAT THE MOTION CARRIED.

ORDINANCE NO. 2025-003

AN ORDINANCE ADOPTING REGULATIONS FOR THE REGULATION OF STREET LEGAL SPECIAL PURPOSE VEHICLES WITHIN THE COUNTY OF NELSON.

WHEREAS, the Kentucky General Assembly passed into law through Acts ch. 89 (hereinafter "the Act") which became law within the Commonwealth on March 26, 2025; and

WHEREAS, the Act allows for the operation of street legal special purpose vehicles on certain highways within the Commonwealth if allowed by ordinance of the local government within whose jurisdictional boundaries the highway is located; and

WHEREAS, the Act becomes effective June 27th 2025; and

WHEREAS, the Nelson County Fiscal Court has determined that it is appropriate to allow the operation of street legal special purpose vehicles on specified highways and roads within the jurisdictional boundaries of the County of Nelson in accordance with the Act and this Ordinance.; and

NOW THEREFORE, Be it ordained by the Nelson County Fiscal Court, County of Nelson, Commonwealth of Kentucky, this ordinance regulating the operation of street legal special purpose vehicles, is as follows:

Section 1: Definitions

The definitions set forth in §1(1) of the 2025 Ky. Acts ch. 89 (hereinafter "the Act"), and as may be amended in the future by the Kentucky General Assembly, are adopted and incorporated by reference as if fully set forth herein.

Section 2: Designated Highways

Street legal special purpose vehicles shall be allowed to the extent allowed by the Act on all highways, or portions thereof, that are located within the jurisdictional boundaries of the County of Nelson where the speed limit is 55 miles per hour or less, as permitted in Section 2a.

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Section 2a: Restrictions

- a.) Street legal special purpose vehicles shall, in addition to the definitions as listed in 2025 Ky. Acts ch. 89, and prior to inspection by the Sheriff and registration by the County Clerk, have installed tires which are approved by the Department of Transportation (DOT) for use on public streets.
- b.) Operation of a street legal special purpose vehicle on any road within Nelson County using off-road non-DOT certified tires for use on public streets shall be in violation of this section and subject to the penalties as specified in Section 9.

Section 3: Exceptions

Street legal special purpose vehicles shall not be allowed to operate:

- a.) On any highway, or portion thereof, located within the jurisdictional boundaries of the County of Nelson, unless allowed by this ordinance.
- b.) On any highway, or portion thereof, that is a controlled access system, including, but not limited to an interstate or parkway; or
- c.) On any highway, or portion thereof, where the United States Department of Agriculture prohibits special purpose vehicles.

Section 4: Prohibitions

- a.) Street legal special purpose vehicles are prohibited from traveling a distance greater than twenty (20) miles on a highway displaying centerline pavement markings.
- b.) Minitrucks shall not be operated as street legal special purpose vehicles on a highway that has been constructed pursuant to a federal highway program.

Section 5: Severability

If any provisions of this Ordinance or any provisions of their subsequent applications are held invalid, such invalidation does not affect the remainder of this Ordinance or its applications.

Section 6: Conflicting Provisions

The provisions of this ordinance shall be deemed as additional requirements to standards required by other ordinances of the County of Nelson. In cases whereby requirements are in conflict, the most restrictive requirement shall apply.

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Section 7: Repealer

Any prior version or provision of this ordinance, or any other resolution or order previously adopted by the Nelson County Fiscal Court which is in conflict with this ordinance, adopted this 15th day of July, 2025, is hereby repealed, remanded and held for naught.

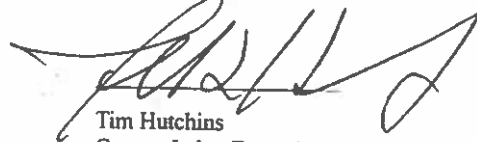
Section 8: Penalties

Any person violating any of the provisions of this ordinance, or any lawful rules or regulations promulgated pursuant thereto, upon conviction, shall be punished by a fine of not less than five hundred dollars (\$500.00) but not more than one-thousand dollars (\$1,000.00); provided, that each days' violation thereof shall be a separate offense for the purpose hereof. Violators of this ordinance may be issued a uniform citation by any duly appointed law enforcement officer.

Section 9: Effective Date

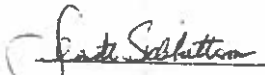
This ordinance shall become effective July 1st 2025, and will be advertised pursuant to KRS 424.

NELSON FISCAL COURT



Tim Hutchins
County Judge-Executive

ATTEST:



Jeanette Sidebottom
Nelson County Clerk

Approved as to form and legality:



Chip McKay
Nelson County Attorney

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List Of New Employee(s)

Employee:	Job Title:	Part Time/Full Time
Road Department		
Isaac Vittitow	Driver/Laborer	Full Time

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Nelson County – Kentucky
Tim Hutchins – County Judge Executive
PO Box 578 – One Court Square, 2nd 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

CONTRACT FOR SERVICES: Tyler Wimpsett

This writing acknowledges that Tyler Wimpsett is hired as an independent contractor, to be paid the sum of \$22,660.00 by Nelson County Fiscal Court, from August 1st 2025 through July 31st 2026. Payment will be disbursed in even installments over the twelve (12) month term of this contract. Mr. Wimpsett's primary responsibility is to serve as Parks & Recreation Director to Nelson County.

Mr. Wimpsett will serve as an independent contractor and will be entitled to no fringe benefits as an employee of Nelson County would be. Mr. Wimpsett during this time will have no access to health insurance, retirement, or any paid time off. Mr. Wimpsett has provided to Nelson County the W-9 tax form, which will treat him as an independent contractor.

Either party may terminate this Agreement at any time by providing written notice to the other, with no further responsibilities due from either party.

THIS 23rd day of July 2025.

Have seen and agree:

Tyler Wimpsett

Tim Hutchins, Nelson County Judge-Executive

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A2025-0144

**LEGAL AGREEMENT BETWEEN
THE KENTUCKY AGRICULTURAL DEVELOPMENT BOARD
AND
THE NELSON COUNTY FISCAL COURT
FOR THE DECEASED FARM ANIMAL REMOVAL PROGRAM
A2025-0144
BACKGROUND
RECITALS**

1. The Kentucky Agricultural Development Board ("Board") was created by the General Assembly, pursuant to KRS 248.707, and charged with the responsibility of administering funds from the "Rural Development Fund," established in KRS 248.655, to provide economic assistance to the agriculture community of the Commonwealth.
2. The Board, pursuant to its statutory mandate of receiving requests via Applications for funding and subsequently authorizing the distribution of said funds pursuant to KRS 248.709(2), desires to enter into a Legal Agreement with the Nelson County Fiscal Court ("Recipient") in furtherance of said goals and objectives.
3. Recipient has submitted an Application (A2025-0144) which after full review and consideration during the **June 20, 2025**, Board meeting, the Board has approved said Application and now seeks to enter into a Legal Agreement with the Recipient to set forth the rights and obligations of the parties.

Accordingly, the Parties agree to the following:

I. FUNDING

A. Amount of Funding

The Board, subject to the terms, conditions and restrictions set forth herein, agrees to provide up to the sum of FIFTEEN THOUSAND DOLLARS (\$15,000) in Nelson County funds to the Nelson County Fiscal Court in consideration to implement a Deceased Farm Animal Removal Program (DAR) for Nelson County pursuant to the Application filed by the Recipient. The Recipient shall be required to document matching funds applicable to the specific program. Funds shall be available upon execution of the Legal Agreement herein.

B. Use of County Funds

The Recipient agrees to abide by any general restrictions as set forth by the Commonwealth of Kentucky for the use of county funds.

C. Voidable Legal Agreement

Notwithstanding any other provision in this Legal Agreement, this Agreement shall be voidable upon the notification by the Board of its inability to fund any project for any reason. The Recipient recognizes and agrees that the Board shall not be liable for any funding commitment or any portion thereof when the Board is unable to fund said commitment for any reason.

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II. TERMS AND CONDITIONS

A. Applicable Guidelines

The Recipient agrees to abide by and follow the minimum *DAR Guidelines (2025)*, which are available at <https://www.kyagr.com/agpolicy/Kentucky-Agricultural-Development-Fund-Applicants.html> and are incorporated by reference herein.

B. Conflict Between Guidelines and Legal Agreement

Should a conflict exist, either real or perceived, between this Legal Agreement and the Board's Program Guidelines, said conflict shall be submitted to the Board for review. The Board shall then resolve the issue and transmit its resolution to the appropriate Parties in writing.

C. Acknowledgement of Funding Source

All grants are intended to further the mission of the Kentucky Agricultural Development Fund (KADF) of diversifying and modernizing Kentucky's farm economy. Therefore, the Recipient shall acknowledge in any grants awarded, publications, brochures, articles, advertising, correspondence, or promotional projects and activities that a portion of the funding for this project was provided by the Kentucky Agricultural Development Fund. Furthermore, the Recipient shall utilize where possible the KADF logo which is available for download at <https://www.kyagr.com/agpolicy/Kentucky-Agricultural-Development-Fund-Administrators.html>. Copies of said publications, brochures, etc. shall be submitted in conjunction with the Recipient's reporting.

III. EFFECTIVE DATE OF LEGAL AGREEMENT

The Effective Date of this Legal Agreement shall be the date of execution by the Executive Director of the Kentucky Office of Agricultural Policy (KOAP).

IV. DURATION OF LEGAL AGREEMENT

A. Duration

The Legal Agreement herein shall be in full force and effect for TWELVE (12) months from Effective Date. The Recipient agrees to continue to comply with the reporting requirements set forth in Section VII below, upon completion of the program.

B. Disbursement of Funds

The Recipient shall disburse these funds in accordance with the *DAR Guidelines (2025)*, specifically for expenses incurred throughout the duration of the Legal Agreement herein. Said funds shall be utilized as outlined in the Budget in the Recipient's Application.

C. Return of Unused Funds

Recipient shall return all unused funds, including but not limited to, unused administrative funds and earned interest to the Board or its duly authorized representative on or before the expiration of the Legal Agreement herein. Other paragraphs such as the record keeping Section shall remain in effect after said date.

V. MODIFICATION

A. Procedure for Amendment

No modification or amendment of this Legal Agreement shall be binding unless made by a

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written instrument executed by both parties of equal formality with this Legal Agreement. Specifically, any and all proposed changes or amendments shall be made in writing and submitted to the Board for approval.

B. Incorporation of Amendment

Upon receipt of approval, the said modification or amendment shall be incorporated as an Amendment to the original Legal Agreement.

VI. REQUIRED RECORDKEEPING

A. Maintenance of Business Records

The Recipient shall maintain all business records and supporting documentation for a period of at least seven (7) years from the date of the initial payment of funds to the Recipient.

B. Business Records Defined

For purposes of this Legal Agreement business records include, but are not limited to, those documents typically required in the normal course and scope of a traditional business operation, as well as any documents required by the Board or its authorized representatives.

C. Format of Business Records

Business records may be maintained in either paper or generally recognized electronic format.

D. Substantiation of Expenditures

The business documents maintained by the Recipient shall substantiate expenditures made with funds received pursuant to this Legal Agreement.

E. Right to Inspect/Copy Business Records

Upon request by the Board, the Recipient shall permit the Board or its authorized representative(s) the right to inspect and/or copy any business records maintained by the Recipient, including, but not limited to, books, documents, papers, records, computer programs or any other evidence reflecting the project funded by the Board and memorialized by the Legal Agreement herein.

F. Subject to Open Records Law

Said business records shall be subject to public disclosure pursuant to Kentucky's Open Records Law unless exempted from disclosure by KRS 61.878 or other applicable law.

VII. REPORTS REQUIRED FROM RECIPIENT

A. Deadlines for Submittal

During the life of the project, the Recipient shall submit a report no later than 12 months from the execution date of this agreement, indicating the funds expended and the activities so funded.

B. Substance of Report

1. DAR Annual Report (Exhibit A) – outlining expenditures, number of farmers impacted, animals disposed of through the program, along with any other information requested by the Board or its authorized representative.

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2. Cost-Share Detail – submitted for programs that directly reimburse producers through this program.
3. Reports shall be submitted electronically and can be found on the KOAP website at <https://www.kyagr.com/agpolicy/Kentucky-Agricultural-Development-Fund-Report.html>. Reports should be e-mailed to: KADF@ky.gov.

B. Compliance Requirement

Failure to comply with the reporting requirements set forth in this Section may result in the denial of requests for funding in the future by the Recipient or its subsidiaries.

VIII. ASSIGNMENT

This Legal Agreement shall not be assigned to any other entity. Any attempted assignment of this Legal Agreement by the Recipient shall be void.

IX. SUB-CONTRACTS

A. Board Approval Required

1. If the Recipient wishes to enter into a sub-contract for work to be done that would normally be part of the duties and responsibilities of the Recipient, the Recipient shall not do so until it makes a request to and receives permission from the Board.
2. At the time of the request for approval, the Recipient shall provide the necessary documentation (in paper or electronic form) to aid the Board, including, but not limited to, details regarding the scope of the sub-contract and cost estimates.
3. Furthermore, failure to comply with the provisions of this paragraph may result in the Recipient being found in default and the Board may terminate this Agreement pursuant to Section XV below.

B. Terms of Agreement

The sub-Agreement shall be in writing and require that the subcontractor be subject to all provisions of this Agreement and shall be incorporated by reference into this Agreement herein.

X. AUDIT of RECORDS

The Recipient, the contractor, as defined in KRS 45A.030(9) agrees that the Kentucky Office of Agricultural Policy, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject the Kentucky Open Records Act, KRS 61.870 to 61.884.

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XI. COMPLIANCE WITH STATE AND FEDERAL LAWS

A. Recipient's Compliance

The Recipient submits that, to the best of its knowledge, it complies with all state and federal laws and regulations.

B. Conflict of Laws

This Legal Agreement and all sub-Agreements are governed by KRS Chapter 248. If any material portion of this Legal Agreement conflicts with said laws or regulations, such portion shall be void with the remainder of this Legal Agreement to continue in full force and effect.

C. Tax Consequences

The Recipient shall be responsible for all tax consequences, if any, that may result from the receipt of said money from the Board.

XII. CONFLICTS OF INTEREST

The Recipient agrees to avoid entering into business relationships that create a conflict of interest, either real or perceived. If Recipient can provide sufficient evidence that a conflict of interest can be overcome, the justification for approval, as well as additional oversight measures should be documented by legal counsel and submitted to the Kentucky Agricultural Development Board's Recipient Review Committee for approval as an Addendum to the Legal Agreement herein.

XIII. RELATED PARTY TRANSACTIONS

The Recipient shall seek prior approval from the Kentucky Agricultural Development Board's Recipient Review Committee for all business transactions or agreements with related parties. For purposes of this Legal Agreement related parties are defined as relatives of the Recipient's management, or arrangements with businesses or other entities in which an officer or employee of the Recipient holds a significant financial interest.

XIV. VENUE AND CHOICE OF LAW

A. Venue

Both parties agree that venue for any legal action regarding the terms and conditions of this Legal Agreement shall be in the Franklin Circuit Court or the United States District Court, Eastern District of Kentucky, Frankfort Division. Both parties agree that this is a material term of the Agreement and consent to said venue.

B. Choice of Law

Both parties further agree that 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. Recipient agrees to place the substance of this paragraph into all sub-Agreements with other entities.

XV. WAIVER OF LIABILITY

In accepting the grant funds offered and approved by the Board, the Recipient, its agents, employees, representatives, successors, and assigns, absolutely and unconditionally release and

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forever discharge the Commonwealth, including the members of the Board, Chief Executive Officer of the Board and all staff members of the Kentucky Office of Agricultural Policy, both in their official and individual capacities, from any and all actions, claims, demands, damages, executions, judgments, liabilities, expenses, costs, attorney's fees, and suits, arising out of, in connection with, or in any manner related to the Application, this Agreement and the grant funds disbursed to the Recipient hereunder, whether past, present or future, known or unknown, foreseen or unforeseen, existent or nonexistent, disclosed or undisclosed.

XVI. TERMINATION

The Board shall have the right to terminate this Legal Agreement upon thirty (30) days written notice via certified mail, return receipt requested, to the Recipient. Specifically, the Board may terminate this Legal Agreement because the Recipient is failing to perform its contractual duties, or for the convenience of the Commonwealth if the Board has determined that such action is in the best interest of the Commonwealth. This provision allows the Board to react to budgetary constraints, performance concerns, and other events.

A. Termination for Convenience of the Commonwealth

The Board may terminate this Legal Agreement for convenience if it determines that termination is in the Commonwealth's best interest.

B. Board Not Liable for Damages

The Board shall not be responsible for any costs, damages, or expenditures to entities that receive funds from the Recipient because of termination of this Legal Agreement with the Recipient.

IN WITNESS WHEREOF, the parties have set their hands by and through the duly authorized officers and agents.

NELSON COUNTY FISCAL COURT

By:

Tim Hutchins

Nelson County Fiscal Court

Authorized Representative of Nelson County Fiscal Court

Date

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COMMONWEALTH OF KENTUCKY KENTUCKY AGRICULTURAL DEVELOPMENT BOARD

By: _____ Date _____
Brandon Reed
Executive Director
Kentucky Office of Agricultural Policy
Authorized Representative of the Kentucky Agricultural Development Board

APPROVED AS TO FORM AND LEGALITY:



Brian Murphy
General Counsel
Kentucky Office of Agricultural Policy

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Legal Agreement between the Kentucky Agricultural Development Board and the Nelson County Fiscal Court was mailed via U.S. Mail, first class, postage pre-paid on this _____ day of _____, 2025, to:

Nelson County Fiscal Court
c/o Tim Hutchins
PO Box 578
Bardstown, KY 40004
Recipient

And the original shall be maintained on file at the Kentucky Office of Agricultural Policy

KOAP Staff

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Exhibit A

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Deceased Farm Animal Removal Program (DAR) Annual Report

Application Number: _____

Program Period: _____ to _____
(one year from execution of legal agreement)

Name of Recipient: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____

1. Provide a brief description of removal service for this program period. *If you contracted with an outside entity for removal services, please provide the name of the contracting agency and monthly cost.*

2. Program Scope / Impact:

a) Number of farmers you have impacted to date: _____

b) How many of the following farm animals were properly disposed of through the program for this program period?

- i. Cattle: _____
- ii. Horses: _____
- iii. Hogs: _____
- iv. Sheep: _____
- v. Goats: _____
- vi. Other, please specify: _____

3. Does this program reimburse producers for expenses? If yes, what is the rate?

If producers were reimbursed individually, then please complete and submit the Producer Cost-share Detail with this report.

4. What was the total amount of funds spent for removal services in your country for this program period? (Include grant funds and all other funds received).

5. On the form provided on page 2 (or on a separate page), complete the Expenditure Report detailing how the funds granted were utilized, as well as the full budget for this disposal program.

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Amount of KADF Grant Approved:		\$				
Approved Expense Items for This Program (from application budget)				Program Expenditures to Date by Item		
Item	KADF Portion	Other Funds (Match)	Total Amount Budgeted	KADF Expenditures	Other Funding Expenditures (Match)	Total Expenditures
e.g. Palmer's Contracting Agency	\$7,500.00	\$22,500.00	\$30,000.00	\$7,500.00	\$22,500.00	\$30,000.00
TOTALS						
	KADF Budget Total	Match Budget Total	Program Budget Total	Total KADF Expenditures	Total Match Expenditures	Total Expenditures

KADF funds shall be no more than 25% of the Total Expenditures.

List funding sources for this program's match:

Source _____ Amount _____

Completed By: _____ Date: _____
(Name and Title)

SUBMIT REPORTS ELECTRONICALLY TO KADF@KY.GOV

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NELSON COUNTY GOVERNMENT

June 2025 Updates

Nelson County – Kentucky
Tim Hutchins – County Judge Executive
PO Box 578 – One Court Square, 2nd 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

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Code Enforcement Report

BUILDING	30	\$5,850.00
ELECTRICAL	47	\$4,661.00
ENCROACHMENT	6	\$6,000.00
CHANGE USE	2	\$150.00
TOTALS	85	\$16,661

HR, Payroll, Benefits Report

- New Hires- In the current fiscal period, Nelson County welcomed two (2) new employees in various departments. Onboarding procedures have been completed, and the new hire(s) are fully integrated into their respective teams.
- Payroll- Continues to be processed on a bi-weekly schedule, with no changes to the system.
 - Open Enrollment was completed for all full-time employees.

Recreation Report

- Baseball is finishing up this week. Allstars begins June 28th in Grayson County.
- Removed the broken barrel section of the playground equipment at the soccer. Waiting on the replacement barrel to be delivered
 - In the process of cleaning & repainting the old football storage building
- Removed an old shed behind the football concession stand. The shed had deteriorated beyond repair
- Cleaned up the fence line by the football fields and trimmed trees back off the walking path in this area
 - Re-ran wiring for the security system
- Replaced any lights not working in the football pavilion. Will do the same for soccer next week

Coroner Report

Total Coroner Calls	6
▪ Natural	6 (1 Hospital- MV Accident, 5 Residential-Natural)
Cremation Signatures	8

- "Meet the Neighbors" is planning it's first meeting tentatively on July 21st at 7pm- confirming availability with the Civic Center

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Finance Report

- Accounts Receivable- Process accounts receivable transactions, ensuring accuracy and timely recording of payments
 - Landfill Rolloff Dumpster Billing- Record and send invoices to customers
- Prepare Departmental Monthly Reports- Compile departmental data to create comprehensive reports for public viewing
 - Safety Committee- Manage safety topics, review/assign training, and organize safety meetings
 - Social Media Management- Oversee the creation and scheduling of social media content to engage with the community and promote activities and community awareness
 - Garbage Payment Collection & Billing Verification- Comparing electric use data to identify households being billed for garbage services and determining which households are not being billed. Sending letters to customers and answering phone calls from the public regarding letters received.
- Partnered with Misty Roller and the Green Dot Program to support community event activities- Working towards Family Movie Night in August!

County Attorney Report

- Prosecuted 820 cases in District Court
 - Reviewed 27 Complaints
 - Processed & reviewed 11 Open Records Requests
- Child Support finished their last month as a Member of the KY Cabinet for Health & Family Services, now is under the Attorney General's Office
 - Gave Legal Advice to the following agencies: Fiscal Court, Sheriff's Office, Coroner, Road Dept, EMS

Animal Shelter Report

ANIMAL CONTROL/SHELTER MONTHLY UPDATE 2025												TOTAL YTD		
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL YTD	2024
Service Calls	47	53	58	62	60	56							336	N/A
After Hour Service Calls	4	3	6	8	6	8							35	N/A
Canine Intake Stray	41	33	46	29	46	52							247	263
Canine Intake Surrender	5	13	12	17	11	15							73	62
Feline Intake Stray	16	26	23	28	31	71							195	198
Feline Intake Surrender	18	16	33	51	40	54							212	206
Canine Return to Owner	11	10	15	18	15	8							77	65
Feline Return to Owner	0	3	2	1	0	0							6	5
Canine Adoption	12	15	13	11	15	10							76	46
Feline Adoption	17	8	13	8	17	9							72	38
Canine Rescue	3	0	4	17	3	8							35	63
Feline Rescue	4	18	20	36	12	52							142	159
Canine Euthanized	19	20	18	7	25	32							121	111
Feline Euthanized	13	8	16	15	27	29							108	127
Washington County Dogs	3	5	5	3	5	5							26	18
Current Surrender List Residents	24	23	37	26	41	53							N/A	N/A
Current Surrender List Canine	52	51	63	40	63	85							N/A	N/A

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County Clerk Report

Summary of New Kentucky Laws Effective— County Clerk's Office

- SB43- Identity Documents
 - KYTC is required to promulgate regulations to allow 3rd party entities to process applications for driver's licenses. (Government agencies, like county clerks, are specifically excluded from the definition 3rd third-party entities. Effective June 27, 2025, but KYTC must first issue regulations to implement 3rd party processing provisions
- HB188- Motor Vehicle Driveaway Plates
 - Creates a new driveaway certificate & plate for businesses engaged in transporting vehicles for others that are not owned by the business. The registration & renewal fee is \$150 and includes 1 plate. Additional plates at \$35. Plates expire 12/31 each year. Effective date: June 27, 2025, but KYTC must first issue related regulations to implement.
- SB4- Elections- Protection of Information & Declaring an Emergency
 - Relating to the regulation and use of artificial intelligence. AI is one section relating to deep fakes in elections. If a campaign or 3rd party alters a candidate's appearance, action or speech is altered in a paid electioneering communication without a disclosure, the candidates can sue to require such a disclosure
- HB27- Elections- Planned Communities
 - No yard sign prohibitions allowed in any planned community, regardless of HOA document
- HB45- Elections- Campaign Finance
 - Prohibits contributions from foreign nations to political issue committees supporting or opposing ballot measures
- HB455- Elections- Elections
 - Establishes Unit of Election Investigations and security in the Attorney General's Office
- HB684- Elections-
 - Provides new flexibility for county election plans
 - Requires county boards of elections to provide notice to school districts about plans to use school buildings for any election in the upcoming year by December 1 of the prior year. This also clarifies that school districts have the discretion to open or close schools when a school building is used as a voting place.
 - A caregiver who drives a voter to the county clerk's office to cast an in-person absentee ballot may also cast an in-person absentee ballot.
 - Voters unable to meet the photo ID requirement will no longer be allowed to submit a credit or debit card. These voters may still submit a Social Security card, government benefit card, or other ID card with name and photo (such as an employee ID)
 - Moves the election certification deadline to the Tuesday after the election, with the post-election audit required to take place before then
 - The bill also contains several clarifications of existing election laws
- HB462- Recorded Instruments- Correction of Marriage Documents
 - A clerk of the county where a marriage license was issued or recorded, upon receipt of an affidavit executed by both parties to the marriage, may correct a marriage application or marriage license that contains errors or omitted information
- HB662- Recorded Instruments- Personally Identifiable Information
 - Exempts from public disclosure certain personal information about Judges
 - Applies to a Judicial officer or an immediate family member which are defined
 - A covered person may request in writing that a government agency refrain from posting or displaying publicly available content that includes the personally identifiable information of the covered person-identifiable information is defined
- SB10- Retiree health provisions of the County Employees Retirement 2 System
 - Increases the health subsidy for non-hazardous retirees from \$14.63 to \$40 per month for each year of service after 27 years.

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Circuit Clerk Report

I certify that this is a true and correct report of cash receipts, disbursements, balances, cases filed, and e-filings, for the month of June 2025.



DIANE THOMPSON, Nelson Circuit Court Clerk

	BEGINNING BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	REVENUE	ENDING BALANCE
1 DRIVERS LICENSE		0.00			
2 CHARGES FOR SERVICES		4,246.20			
3 EXPUNCTION FEE		330.00			
4 FELONY EXPUNCTION FEE		0.00			
5 RESTITUTION FEE		576.68			
6 BOND FILING FEE		1,935.00			
7 BOND 10% FEE		250.00			
8 BOND FORFEITURES		2,250.00			
9 FINE & GAIN FINE		0.00			
10 DWI WITH SAFETY FINE		300.00			
11 ALCOHOL WITH FINE		25.00			
12 EMERGENCY RECOVERY RD FEE		0.00			
13 CRIMINAL COSTS		21,431.00			
14 CIVIL COURT/PROGRAM		0.00			
15 CIVIL/CRIM COST		405.00			
16 CRIMINAL/CIV FINE		20,059.00			
17 TRANS. PARKING FINE		0.00			
18 CIVIL SERVICE FEE		0.00			
19 CIVIL FEE OF		300.00			
20 CIVIL FEE TIF		312.00			
21 CIVIL FEE		2,593.54			
22 COURT FACILITIES FEE		1,928.00			
23 CIVIL FILING FEE		16,680.00			
24 ATT FEE		2,440.00			
25 PA PARTIAL FEE		4,236.83			
26 INTEREST INCOME		49.59			
27 OTHER/INCOME		0.00			
28 TOTAL STATE MONIES	40,372.49	83,667.84	90,372.49	0.00	43,667.84
29 JURY FUND	12,937.90	62.58	7,162.50	0.00	5,837.98
30 WITNESS FUND	100.00	0.00	512.33	0.00	(412.33)
31 BAIL BONDS	498,791.63	65,473.84	71,643.88	0.00	492,621.59
32 ALIMONY & SUPPORT	0.00	0.00	0.00	0.00	0.00
33 REPT. & GARNISHMENT	30,853.91	14,854.90	14,539.97	0.00	31,168.84
34 CUMMULATION	265,280.80	0.00	0.00	0.00	265,280.80
35 COLLECTED FOR OTHERS	207,442.29	65,348.29	30,357.08	0.00	242,433.50
36 LIBRARY FEE	290.50	248.50	290.50	0.00	248.50
37 TOTAL SAVINGS BALANCE	1,136,045.32	228,657.89	214,878.75	0.00	1,149,824.46
38 SPECIAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
39 TOTAL ALL FUNDS	1,106,045.32	228,657.89	214,878.75	0.00	1,120,824.46

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Nelson County Circuit & District Court New Case Filings for June 2025

Year	Case Group	Case Category	Jun	Total
2025	Circuit Civil	Contract	43	43
		Foreclosure	4	4
		Total	47	47
		Circuit Criminal	Total	22
	Domestic	Adoption / Termination	2	2
		Domestic & Family	19	19
	Juvenile	CRCSA / UFGA	2	2
		Domestic Violence	11	11
		Interpersonal Protection	2	2
		JW Protection Order	4	4
		JW Protection Denied	3	4
		Total	44	44
	Municipal	Abuse / Neglect	13	13
		Alcohol	11	11
		Domestic	2	2
		Total	26	26
	District Civil	Contract & Realty	5	5
		Property	27	27
		Specialty Orders	11	11
		Small Claims	1	1
Other District Civil		77	77	
District Criminal	Total	125	125	
	Felony	27	27	
	Misdemeanor	47	47	
	Traffic	154	154	
District Preceptors	Total	178	178	
	Prepayable Traffic	134	134	
Year Total	Total	556	556	

Nelson County Circuit & District Court eFilings for June 2025

eFiling Summary Report - Overview - NELSON County					
Run Of Days: 30		From: 6/1/2025 12:00:00 AM		To: 6/30/2025 11:59:59 PM	
Submitters By Type					
New eFilings	New eSubmitters	Subsequent eFilings	Judge Orders	Other Submitters	Retiree of Service
240	125	100	220	21	125
Payments					
Payment Type	Number of Payments	Total Cost	Avg Cost Per Filing		
Small Claim Fee	1	\$170.00	\$170.00		
in Form Payment	1	\$170.00	\$170.00		
in Form of Commission	1	\$170.00	\$170.00		
Total	3	\$510.00	\$170.00		
Attachments & Service					
Total Filed	Total Pages	Avg Pages per Filing	Sum of Service		
49	430	1	25		
Statistics					
Total Number of eFilings	Individual Number of eFilings	Avg Num of eFilings per Individual			
150	270	1.8			

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Jailer's Report

Population Analysis By Classification And Sex 06/30/2025 to 06/30/2025

Classification Summary

Date	AS	CC-1	CD-1	CD-2	CD-3	CI	CIRCUIT COURT	COCKT Y. DISTRICT	COCKT ONLY	COURTS BY HOLD	DEPT COCKT	BOLD FOR ANOTHER COUNTY	MERCER COUNTY	PAROLE VIOLATION	SENTENCED - CIRCUIT	SENTENCED - DISTRICT	SPENCER COUNTY	WASHINGTON COUNTY	WORK RELEASE	Grand Total
6/30/2025	8	3	11	5	3	19	46	29	2	2	2	2	1	2	1	2	6	3	3	142

Classification Specific Breakdown

Classification	Date	Female	Male	Total
AS	6/30/2025		1	1
CC-1	6/30/2025		3	3
CD-1	6/30/2025		11	11
CD-2	6/30/2025		1	1
CD-3	6/30/2025		3	3
CI	6/30/2025		2	17
CIRCUIT COURT	6/30/2025		41	46
COCKT-DISTRICT	6/30/2025		3	17
COURT ONLY	6/30/2025		1	1
COURTESY BOLD	6/30/2025		3	3
DEPT COURT	6/30/2025		1	1
BOLD FOR ANOTHER	6/30/2025		1	2
MERCER COUNTY	6/30/2025		1	1
PAROLE VIOLATION	6/30/2025		2	2
SENTENCED - CIRCUIT	6/30/2025		1	1
SENTENCED - DISTRICT	6/30/2025		2	2
SPENCER COUNTY	6/30/2025		3	6
WASHINGTON COUNTY	6/30/2025		1	2
WORK RELEASE	6/30/2025		1	1
Grand Total			89	123

Note
Valent Factory Charges 13
Sex Offender Charges and/or Charges Against Children 10

Note
1 Jail Fully Staffed

Individuals requiring medical clearance before acceptance into facility

2024
Bookings 1062
Inmates sent for clearance 13
Percentage of Bookings 0.6%

2023
Bookings 939
Inmates sent for clearance 13
Percentage of Bookings 1.3%

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Planning & Zoning Report

Zoning Compliance Permits	
Accessory Structure	25
Accessory Use Structure Addition	0
Ag Structure	5
Accessory Dwelling	0
Change of Use	7
Commercial Alterations	0
Commercial Structure	2
Commercial Structure Demo	2
Industrial Structure	0
Manufactured Home (Single & Double)	1
Multi-Family Residential	0
Renovation	0
Single Family Demolition	1
Single Family Residential	19
Single Family Accessory Dwelling (ADU)	0
Single Family Addition	12
Single Family Alterations	4
Single Family Townhouse	0
Temporary Tent	3
Total	81

Landfill Report

- Completing end-of-Fiscal Year Reports
- Updated Garbage Rates went into effect on July 1st
- Updated Landfill rates will go into effect on August 1st

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Dispatch Report

2025 Calls for Service (CFS) YTD	25,322	+ 1,329
2025 Monthly June Calls for Service	4,077	+ 256
Emergent	1,385	- 31
Non Emergent	4,700	+ 421
Total Monthly Calls	6,085	+ 390
Call answer time	00:00:04	

2024 Calls for Service (CFS) YTD	47,137	
2024 Monthly June Calls for Service	3,819	
Emergent	1,416	
Non Emergent	4,279	
Total Monthly Calls	5,695	
Call answer time	00:00:04	

- Repairs- Push to talk replaced on Station 1 (Device allowing dispatch to speak over headset)
- Equipment/Software- AT&T will be updating the phone system on July 10th. They will install new monitors for the phone system and install new equipment for the states text to 911 initiative
- Grant- Awarded a 2025 Dispatch Grant for a complete computer refresh allowing each console to have all electronics replaced. Total aware of the Grant is \$10,750.00 with a 10% match. Equipment will be replaced on 8/16.

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Engineering Report

- **Waterlines**
 - a. Hurricane Hills/Masen Road Waterline Project
 - i. James Lane Waterline- Complete
 - ii. Hurricane Hills South Road (Phase 2) Mainline- Complete
 - iii. Starting down Masden Rd (Phase 1)- 1/3 complete
 - iv. Hurricane Hills North (Phase 3)- to start after Masden Road Line
 - b. Thornsberry Lane
 - i. Waterline installed. Waiting on backordered flushing hydrant
 - c. Robert Taylor Lane
 - i. Approx 50% complete
 - d. Bennetts Lane- to begin after Thornsberry/Robert Taylor Lane
- **Internet**
 - a. Strand u, overhead lashing approximately 65% complete for Fiber on N. Stillwell, S. Stillwell, and Vittitow Ford
- **Old Courthouse**
 - a. All offices moved out of the old Courthouse & temporarily relocated
 - b. Demolition work on the HVAC began on July 7, 2025.
- **Licensing and Commonwealth Attorney Space**
 - a. Project is complete
 - b. Both the Commonwealth Attorney & Licensing are waiting on their furniture to be delivered to open at these locations
- **The County Clerk's Office, Sheriff's Building, and Jail flat roofs need to be bid out. Have begun initial research on roof replacement types.**
- **Nelson County Industrial Park – Parkway Drive.**
 - a. Roadway subgrade completed
 - b. Sinkhole repair completed.
 - c. Water & Sewer line completed
 - d. Waiting on good weather to lay rock
- **Woodlawn Bridge**
 - a. Abutments have been installed
 - b. Prestressed box beams installed on 7/9/25
 - c. Deck scheduled to be poured week of 7/14/25
 - d. Road Department will then widen the approaches
 - e. The final guardrail for last week of July is tentatively scheduled

FISCAL COURT ORDERS

JULY 15, 2025

BOOK 47

REGULAR-CLOSED SESSION OF NELSON FISCAL COURT

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6:00 PM

Road Department Report

- **Road & Shoulder Work**
 - a. Finished digging out and repaved all sections of Bowling Pike Rd. that were failing
 - b. Repaired the shoulder around 1200 Murraray's Run Rd, where heavy rains washed out around the culvert & shoulder
 - c. Milled a section of Holt Ridge Rd
 - d. Lowered a hill around 200 Eddie Miles Rd to improve sight distance
 - e. Graded and rocked Flats Rd.
 - f. Graded & rocked Perkins Rd.
- **Culverts and Pipes**
 - a. Replaced 36" culvert from the catch basin to the driveway at 1109 Lutheran Church Rd.
 - b. Replaced driveway culvert at 210 Eddie Miles Rd.
 - c. Replaced 18" culvert around 450 Boone Mill Rd
- **Trees**
 - a. Cut trees back at the intersection of Hilton Ln & Stringtown Rd to improve sight distance
 - b. Picked up trees from the storm on 6/18/25 on the following roads:
 - i. Stoner Rd
 - ii. Plum Run Rd
 - iii. Murray's Run Rd
 - iv. Harrison Fork Rd.
- **Sealed & striped the parking lot at the Senior Citizen Building**