

Present were Magistrates: Mike Webb, Jimmy Wells, Darvin Mitchell, Jeff Randolph and Steve Hamilton. County Attorney Dawn Letcher. County Treasurer Wanda Dotson. County Judge/Executive Kenneth Lyons presiding.

MINUTES Motion made by Jeff Randolph, second by Mike Webb to approve minutes from last meeting with changes. All voting for.

Acknowledgement of monthly reports.

RUMPKE Motion made by Steve Hamilton, second by Mike Webb to accept Rumpke's proposal (5% increase for residential & 5% at Convenience Center). Also giving Judge Lyons permission to sign contract. All voting for. FOR CONTRACT SEE PAGES 742A-742D

AMBULANCE CONTRACT Motion made by Mike Webb, second by Jimmy Wells to approve ambulance contract being same as last year and giving Judge Lyons permission to sign contract. All voting for.

MATHERS FUND BILLING Motion made by Jeff Randolph, second by Steve Hamilton to authorize Dawn C. Letcher, Nicholas Co. Attorney to proceed with a court ruling for approval of Nicholas County Fiscal Court interpretation of Mathers Fund Trust policies/disbursements. All voting for.

TREASURER TRANSFERS Motion made by Darvin Mitchell, second by Jeff Randolph to approve Treasurer's transfers. All voting for.

MONTHLY BILLS Motion made by Darvin Mitchell, second by Jimmy Wells to approve monthly bills. All voting for.

COUNTY CLERK CLAIM FOR TAX BILLS Motion to approve County Clerk's claim for motor vehicle tax bills for 2012 made by Mike Webb, second by Darvin Mitchell. All voting for.

COUNTY CLERK'S CLAIM FOR CALCULATION OF MOTOR VEHICLE AND BOAT BILLS FOR 2012

CLERK MARTHA L MOSS
COUNTY NICHOLAS COUNTY CLERK
ADDRESS NICHOLAS COUNTY CLERK
P O BOX 227
CARLISLE, KY 40311

As required by KRS 133.240 Section 3, the Department of Revenue hereby certifies that the total number of motor vehicle and boat accounts for this county is 8,447 as of January 1, 2012 for which the Fiscal Court shall pay the county clerk fifteen cents (.15) for the calculation of a tax bill for each account.

Office of Property Valuation, State Valuation Branch
Kelli Lang, Branch Manager

Total number of bills as certified above times .15 = Total Claim
Amount to be paid by Fiscal Court 8,447 X .15 = \$ 1,267.05

I certify that I am entitled to the compensation as stated above and that I have not heretofore received any of this compensation from the state. I further certify that the order of the Nicholas Fiscal Court, allowing the county clerk's claim, entered on Order Book No. 9 Page 742 authorized the payment of \$ 1,267.05 as the county's share of the clerks compensation for making tax bills as set out in KRS 133.240.

Signed Martha Moss
Nicholas County

Subscribed and sworn to me by Martha Moss
this 7th day of May, 2012.

My commission expires 3-14-15
Country Wells, DC
Signature Title

COPY**ADDENDUM**

This document serves to add the following to the contract dated December 17, 1998 between the Nicholas County Fiscal Court (the "County") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective July 1, 2012 and continuing through June 30, 2013 Rumpke shall continue to provide one (1) time per week solid waste collection of up to six (6) 30-gallon cans/bags for the sum of \$16.62 per unit per month, billed directly to each resident. (This unit rate includes \$.37 per month to cover the Kentucky Environmental Remediation Fee payable to the Commonwealth of Kentucky). Four (4) 30-yard roll-off containers will be placed throughout the County for spring cleanup at no additional charge.

All other terms and conditions of the original contract dated December 17, 1998 shall remain unchanged.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the County shall, after negotiation with Rumpke, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for one (1) year effective July 1, 2012 and continuing through June 30, 2013. This contract may be renewed for additional option periods upon mutual agreement of both parties.

**NICHOLAS COUNTY
FISCAL COURT**

RUMPKE OF KENTUCKY, INC.

Kenneth C. Lynn
Judge/Executive

William J. Rumpke, Jr.
William J. Rumpke, Jr., Vice-President

Dana R. Price
Witness

See K. C. Lynn
Witness

6/8/12
Date

5/10/13
Date

COPY**ADDENDUM**

This document serves to add the following to the contract dated December 30, 1996 between the Nicholas County Fiscal Court (the "County") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective July 1, 2012 and continuing through June 30, 2013 Rumpke shall continue to service the roll-off receiver boxes at the Convenience Center on an on-call basis at the following rates:

42 Cubic-Yard Closed Top Box:	\$632.08 Per Haul
40 Cubic-Yard Open Top Box:	\$605.07 Per Haul
Kentucky Environmental Remediation Fee:	\$ 1.80 Per Ton

All other terms and conditions of the original contract dated December 30, 1996 shall remain unchanged.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, surcharge fees, additional fuel costs, or as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials), then the County shall, after negotiation, adjust the hauling or surcharge cost by an amount commensurate with the increased cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for one (1) year effective July 1, 2012 and continuing through June 30, 2013. This contract may be renewed for additional option periods upon mutual agreement of both parties.

**NICHOLAS COUNTY
FISCAL COURT**

Kenneth C Lyons
Judge/Executive

Dana R. Price
Witness

6/8/12
Date

RUMPKE OF KENTUCKY, INC.

William J. Rumpke, Jr.
William J. Rumpke, Jr., Vice-President

Sue Lockaby
Witness

5/10/12
Date

Motion made by Steve Hamilton, second by Jeff Randolph to disburse Mathers Scholarship awards to 47 students who meet the qualifications of the Mathers Trust, in the total amount of \$500.00. (\$200.00 first semester, \$300.00 second semester) upon the students providing adequate proof of college enrollment. All voting for.

MATHERS
SCHOLARSHIP

--

Motion made by Judge Lyons, second by Jimmy Wells for Landfill Committee to get quotes for Backhoe and bring back to the court 5-18-12. All voting for.

BACKHOE
QUOTES

--

Motion made by Jimmy Wells, second by Darvin Mitchell to adjourn. All voting for.

ADJOURN

--

Kenneth C. Spina
Nicholas County Judge/Executive