

**BURLINGTON FIRE PROTECTION DISTRICT  
BOARD OF TRUSTEES MEETING  
Monday, August 10, 2015**

Members present: Chairman Conrad, Joe Walter, Jason Bowling, Yvonne Manning and Bob Parsons  
Also present were: Chief Barlow and Attorney Mike McKinney.

Members absent: Andy Kuchar and Robert Hurst.

Chairman Conrad asked for a vote to excuse or not to excuse the following members from the July 13, 2015 meeting; Bob Parson, Andy Kuchar and Robert Hurst. Joe Walter made a motion for Bob Parsons and Andy Kuchar to be excused and for Robert Hurst to be unexcused from the June 13, 2015 meeting. Motion was seconded by Yvonne Manning. Motion passed

District Board Chairman called the meeting to order at 5:00 p.m.

**Audience of Citizens**

No Comments

**Chief's Report** Chief Barlow reported on squad call and fire incidents along with the following items:

The department was notified by FEMA that they were awarded the SAFER grant that was submitted to help assist with the college scholarship program. The highlights to the grant are; 9 college level scholarship applicants that will be given \$5,000 toward college tuition reimbursement. The scholarship program will also help assist Belleview-McVile with staffing. The thought was to place 2 applicants per shift at the Burlington Fire Department with 1 applicant per shift down at Belleview's firehouse. This program will gear toward Bachelor degree programs but we will not eliminate anyone with an Associate Degree program. Fire/EMS knowledge and training preferred but they will not be required to be in a Fire/EMS degree program. The district will need to accept/turn down the grant award within 30 days. The grant also allowed for the district to spend \$38,000 on an LED sign for the front of the building. Total award is for \$397,000 over a (4) year performance period. PPE and NFPA 1582 physicals are not included in this grant but will continue to negotiate. Discussions with attorneys from Burlington and Belleview will take place once it was brought the board members during Belleview's board meeting.

Attorney Mike McKinney advised that he has received correspondence

Gutter/Snow Guard project will start around September 30<sup>th</sup> with a completion date in November

Chief Barlow asks the board members to approve the following items to be added to New Business; Resignation of Robert Hurst, Agreement with the Cemetery board, and acknowledgement of the SAFER Grant. Yvonne Manning made a motion to add those items to the agenda under new business. Motion was seconded by Joe Walter. Motion passed unanimously.

**Chairmans Report**

Fiscal Court mailed out correspondence to all departments making them aware that they will be retaining services to perform a review and assessment of the current public safety communication system. The county will underwrite all expenditures associated with the project to the sum of \$30,000 - \$35,000. The project will consist of approximately a 6 month time frame.

Chairman Conrad stated that an email from Robert Hurst was going to step down from his current position on the district board. Chairman Conrad contacted Judge Gary Moore to appoint someone for the remaining 2 year term.

**Committee Reports:**

All committees will stay the same. Nothing to discuss at this time

**Consent Agenda**

Jason Bowling made a motion to approve the Consent Agenda. Motion was seconded by Bob Parsons. Motion passed unanimously. Motion passed unanimously.

**Old Business**

**Trade In Value of old Ladder Truck:** Department received letter from the President of 911 Fleet and Fire Equipment, Seth Poston. The letter is requesting relief from the trade in that was originally approved by the district board when accepting the bid from 911 Fleet and Fire for the ladder truck. The invoices included with the letter range from no trade in to full trade in that was agreed upon. The district board members had much discussion and no motion has been taken at this time.

**New Ladder Truck related matters included payment:** Chief Barlow discussed with the board members some of the issues that have been discovered with the new ladder truck. There have been ongoing electrical issues. The outrigger sensor was fixed on one side but the other side has since stopped working. There are some minor issues with paint and a cracked lens with one of the lights. The manufacturer has been notified and corrections will be underway. Currently the truck will be out of service until the manufacturer can replace and repair. No motion has been made to authorize payment. Joe Walter stressed that a face-to-face meeting between all 3 parties should be planned to discuss how repairs will be dealt with.

**Ambulance purchase and related matters:** The construction of the ambulance is already underway. The final inspection is scheduled tentatively for September 1<sup>st</sup> and 2<sup>nd</sup>. The ambulance should be ready for delivery by the end of September.

**New Business:**

**Establish Tax Rates for 2015 tax year:** It was Chief Barlow recommendation to keep the current tax rates the same for the 2015 tax year. The tax rates have been established as the following; \$.20 per \$100.00 of assessed value for the Motor Vehicle, Watercraft Property and Tangible Personal Property Tax, also \$.17 per \$100.00 of assessed value for the Real Estate Tax. Jason Bowling made a motion to keep the tax rates as stated above. Motion was seconded by Bob Parson. Motion passed unanimously.

**Board member resignation:** Jason Bowling made a motion to accept Robert Hurst resignation as board member. Motion was seconded by Yvonne Manning. Motion passed unanimously.

**Cemetery Board agreement:** Attorney Mike McKinney recommended that the board accept the agreement presented. Bob Parsons made a motion to accept the agreement made between the Burlington Fire Protection District and the Burlington Cemetery. Motion was seconded by Joe Walter. Motion passed unanimously.

**Safer Grant:** Chief Barlow has asked the board members to approve Greg Schultz accepting the Safer Grant once the negotiations have been completed. Joe Walter made a motion to approve Greg Schultz accepting the SAFER Grant after negotiations have been completed and it is within the best interest of the department. Motion was seconded by Jason Bowling. Motion passed unanimously.

**Executive Session:**

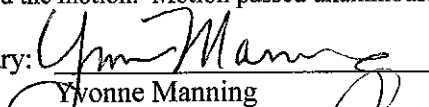
At 5:40p.m. Bob Parsons moved to enter into Executive Session. Jason Bowling seconded the motion. Motion passed unanimously.

At 5:46p.m. Yvonne Manning moved to leave Executive Session. Bob Parsons seconded the motion. Motion passed unanimously.

At 5:47p.m. Jason Bowling moved to adjourn. Bob Parsons seconded the motion. Motion passed unanimously.

**Personnel:**

Yvonne Manning made a motion to approve Darin Suter and Andrew Kannady as volunteer members. Bob Parsons seconded the motion. Motion passed unanimously.

Secretary:   
Yvonne Manning

Chairman: \_\_\_\_\_  
David Conrad

COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT OF REVENUE  
OFFICE OF PROPERTY VALUATION

KRS 132.487 REQUIRES ALL APPLICABLE TAXING DISTRICTS THAT PROPOSE TO LEVY A TAX ON MOTOR VEHICLES VALUED AS OF JANUARY 1, TO SUBMIT TO THE CABINET ON OR BEFORE OCTOBER 1 OF THE YEAR PRECEDING THE ASSESSMENT DATE, THE TAX RATE TO BE LEVIED AGAINST VALUATIONS AS OF THE ASSESSMENT DATE. ANY DISTRICT THAT FAILS TO TIMELY SUBMIT THE TAX RATE SHALL RECEIVE THE RATE IN EFFECT FOR THE PRIOR YEAR.

A number of motor vehicle tax rates have been submitted to the Department of Revenue in the past which may not have been calculated correctly. Some jurisdictions used compensating rates or calculations based upon House Bill 19.

Please note that MOTOR VEHICLE TAX RATES ARE NOT dependent upon compensating rates or the 4% limitations set forth in House Bill 44 or House Bill 19. Instead, all local taxing districts that propose to tax motor vehicles can levy a rate on motor vehicles that does "not exceed the rate that could have been levied on motor vehicles by the district on January 1, 1983 assessments of motor vehicles." Thus, a local district may levy a rate up to the maximum available 1983 tax rate for motor vehicles.

SCHOOL DISTRICTS SHOULD CONTACT THE DEPARTMENT OF EDUCATION AT (502) 564-3846 FOR INFORMATION ON ESTABLISHING RATES. ALL OTHER TAXING JURISDICTIONS SHOULD CONTACT THE OFFICE OF PROPERTY VALUATION AT (502) 564-8180 FOR FURTHER INFORMATION.

2016 MOTOR VEHICLE & WATERCRAFT PROPERTY TAX RATE CERTIFICATION

ATTN: MICHELLE VOGELPOHL/CHIEF BARLOW  
BURLINGTON FIRE DISTRICT  
6050 FIREHOUSE DRIVE  
P O BOX 479  
BURLINGTON KY 41005

(PLEASE INDICATE ANY CHANGES ABOVE)

The tax rate for 2015 was 20.000 cents per \$100.00 of assessed value.

I certify that the BURLINGTON FIRE DISTRICT will levy a property tax rate of

20.0000 cents per \$100 of assessed value upon motor vehicles

and watercraft for the calendar year of 2016.



Signature of Tax District  
Representative

BOARD CHAIRMAN  
Title

8-17-2015  
Date

TELEPHONE 859-586-6161

COUNTY OF BOONE  
STATE OF KENTUCKY

Subscribed and sworn this 18 day of August, 2015

December 27, 2016  
My Commission Expires

Michelle Vogelwohl #480533  
Notary Public

You may certify your motor vehicle and watercraft property tax rate above and return this form to:

OFFICE OF PROPERTY VALUATION  
STATE VALUATION BRANCH  
MOTOR VEHICLE SECTION  
501 HIGH STREET STA 32, 4TH FL  
FRANKFORT, KY 40620

# INFORMATIONAL SHEET FOR 2015 TAX RATES

## FOR REAL ESTATE & TANGIBLE PERSONAL PROPERTY


Please place your 2015 tax rate(s) in the box(s) below for each of these type tax(s). Send a copy of this informational sheet to your County Clerk and send your original to Kathy Goin, Department of Revenue, Office of Property Valuation, Public Service Branch, 501 High Street, 4th Fl. Sta. 32, Frankfort, Kentucky 40601. Completion of this document is important. It will insure that your jurisdiction will receive the appropriate amount of money from state based tax systems. If you have any questions regarding the general tax rate section, please contact Kathy Goin at (502) 564-7099. If you have any questions regarding the local option tax rate section, please contact Cathy Thompson at (502) 564-5117.

### TAX YEAR 2015

General Taxes	Tax Rate per \$100	Important Message
Real Estate	17.0000	This is your general real property tax rate.
Tangible Personal Property	20.0000	This is your general tangible personal property tax rate.

Optional Taxes	Tax Rate per \$100	Important Message
Aircraft (line 40)	20.0000	If you voted to exempt this property from taxation, please enter an 'X' in the box. Watersheds, Floodplain & Soil Conservation districts are exempt.
Documented Watercraft (line 41)	X	If you voted to exempt this property from taxation, please enter an 'X' in the box. Watersheds, Floodplain & Soil Conservation districts are exempt. Documented watercraft is different from personal watercraft registered in KY where tax is paid to the County Clerk.
Inventory In Transit (line 36)	20.0000	If you voted to exempt this property from taxation, please enter an 'X' in the box. Watersheds, Floodplain, Soil Conservation, the County Fiscal Court, all Cities and School districts are exempt.

THIS SECTION MUST BE COMPLETED! PLEASE PRINT.

County: <u>BOONE</u>
Taxing Jurisdiction Name: <u>BURLINGTON FIRE PROTECTION DISTRICT</u>
Contact Person: <u>JEFF BARLOW, FIRE CHIEF OR DAVID CONRAD</u> Title: <u>BOARD CHAIR</u>
Address: <u>P.O. BOX 479</u>
Address: <u>6050 FIREHOUSE DRIVE</u>
City, State Zip: <u>BURLINGTON, KENTUCKY 41005</u>
Phone Number: <u>859-586-6161</u> Fax Number: <u>859-586-6178</u>
Email: <u>JBARLOW@BURLINGTONKYFIRE.ORG</u>
Authorizing Signature / Completed By: <u></u>
Date Signed: <u>8-17-2015</u>

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made the 10 day of August, 2015, by and between the Burlington Cemetery Corporation, a Kentucky non-profit corporation (hereinafter "Cemetery"), and the Burlington Fire Protection District, a governmental entity created under Order of the Boone County Fiscal Court pursuant to Kentucky Revised Statutes Chapter 75 et seq. (hereinafter "District"), witnesseth:

### RECITALS

A. The District property located in Burlington, Kentucky, specifically a large wall behind the firehouse located near the boundary with the Burlington Cemetery was in need of major repair. In order to facilitate the repair work to its wall, the District, its agents and contractors sought consent from the Cemetery to encroach on the Cemetery's property in order that heavy equipment could be used to complete the repair work to the District's wall.

B. On or about December 13, 2012, the District and the Cemetery entered into an Encroachment Consent and Restoration Agreement allowing the District, and its agents and contractors, to enter onto Cemetery property to repair the District's wall subject to the District restoring and repairing damage to the areas of the Cemetery resulting from the encroachment.

C. By virtue of the Encroachment Consent and Restoration Agreement, attached hereto as Exhibit 1, the District, with consent from the Cemetery, entered onto the Cemetery property and completed its wall repair work.

D. During the course of said wall repair work, the District traversed an area of the Cemetery, with consent, resulting in damage to the Cemetery property. Thereafter the District, through its contractor, restored the area of the Cemetery which had been traversed to the satisfaction of the Cemetery, except for the replacement of six evergreen trees and elevation of

soil immediately surrounding the trees.

E. The Cemetery has presented the District with 3 bids from contractors pertaining to replacement of the six (6) evergreen trees and surrounding soil.

F. The parties have agreed to amicably settle the issue of damage as addressed in the Encroachment agreement referenced herein, specifically, the replacement costs of the six evergreen trees and surrounding soil, the pin boundary makers, the re-seeding of grass and coverage with straw and replacement of soil (all of which have been satisfactorily repaired and restored with the exception of the six evergreen trees and surrounding soil), as referenced in B through E above in order to avoid the expense and inconvenience of litigation and without any admission of liability by the District.

NOW, THEREFORE, the parties agree as follows:

1. Payments, Conveyances and Credits. Within ten (10) days of execution of the within Agreement, the following acts shall seasonably occur:

a. The District shall pay the sum of \$2,819.74 to the Cemetery [ the cost for replacement of the six evergreen trees and surrounding soil].

b. This Agreement [and Exhibit1, attached hereto] is consistent with the Encroachment Consent and Restoration Agreement, and supersedes any and all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement.

2. Each party shall bear its own costs and attorney fees in relation to this matter.

3. Release by Cemetery. Upon completion of the payment described in §1a above, the receipt and sufficiency whereof are hereby acknowledged, the Burlington Cemetery Corporation, for itself, its successors and assigns, and any other persons, firms or entities claiming through it, does hereby fully and forever release and forever discharge the Burlington Fire Protection District, its successors and assigns forever, current and former members, officers, managers, agents, attorneys, affiliates (including the officers, directors, managers, agents and attorneys of such affiliates), from any and all actions, causes of action, claims, damages, demands, agreements, contracts, covenants, actions costs, expenses, attorneys' fees, whether known or unknown, liquidated or unliquidated, past present or future, contingent and otherwise, and particularly on account of damages identified and set forth herein, and loss, known and unknown, past, present and future, which have solely resulted, or may in the future solely result from the traversing of the Cemetery property by the District or its contractors, the removal of the six (6) evergreen trees from the Cemetery property, and the restoration of the Cemetery property pursuant to the Encroachment Agreement, as set forth in the Recitals above, any liability for which is expressly denied by the Burlington Fire Protection District.

Nothing in the within Agreement shall be construed as a release of any claim that may occur if the District's wall becomes defective or fails, in whole or in part, resulting in damage to the Cemetery's property or the lot owners' property within the boundaries of the Cemetery.

4. Accord and Satisfaction. It is explicitly understood and intended by the parties hereto that the acceptance of the foregoing considerations by the Burlington Cemetery Corporation is in full accord and satisfaction of a disputed claim, and that the acceptance of the foregoing consideration constitutes a settlement in full and satisfaction of any and all claims,

actions, causes of action, damages, demands, agreements, contracts, covenants, actions, controversies, costs, expenses, attorneys' fees or any other liabilities both known and unknown, liquidated or unliquidated, past, present and future, contingent and otherwise, relating solely to the traversing of the Cemetery property by the District or its contractors, the removal of the six (6) evergreen trees from the Cemetery property, and the restoration of the Cemetery property pursuant to the Encroachment Agreement, all as set forth in the Recitals above, by the Burlington Cemetery Corporation.

5. While reserving all other claims, as set forth in Paragraph 9 of this Agreement, and elsewhere in this Agreement, upon acceptance of the foregoing considerations and execution of the within Settlement Agreement and General Release, the Burlington Cemetery Corporation fully understands that it will thereafter be forever barred from asserting any claim in any Court or other forum against the Burlington Fire Protection District arising from the District's restoration of the Cemetery property as set forth in the Recitals above relating solely to the traversing of the Cemetery property by the District or its contractors, the removal of the six (6) evergreen trees from the Cemetery property, and the restoration of the Cemetery property pursuant to the Encroachment Consent and Restoration Agreement, all as set forth in the Recitals above.

6. The undersigned Burlington Cemetery Corporation further declares that the terms of this Settlement Agreement and General Release have been completely read and are fully understood, and are voluntarily accepted for the purposes of making a full and final settlement of any and all claims for damages resulting solely from the encroachment onto Cemetery property, disputed or otherwise, and for the expressed purpose of precluding forever any further or additional claims arising from the damage identified herein caused by the encroachment,



specifically the replacement of boundary pins, the replacement of six evergreen trees the re-seeding and straw coverage of grass and the elevation of soil in the areas previously damaged by said encroachment.

7. The undersigned Burlington Cemetery Corporation declares and represents that no inducements or agreements not herein expressed have been made to or by it and that the within Settlement Agreement and General Release contains the entire agreement between the Burlington Cemetery Corporation and the Burlington Fire Protection District, and that the terms of this Settlement Agreement and General Release are contractual and not a mere recital.

8. This Settlement Agreement and General Release has been entered into by the parties after substantial negotiation and no presumption against the drafter, or the client of the drafter, shall arise by reason of draftsmanship of this final draft and memorialization of the parties' Agreement.

9. **No Release of Claims Under This Agreement.**

a. Nothing in the within Agreement shall be construed as a release of any claim that may occur as a result of a breach of or a default under this Agreement.

b. Furthermore, nothing in the within Agreement shall be construed as a release of any claim that may occur if the District's wall becomes defective or fails, in whole or in part, resulting in damage to the Cemetery's property or the lot owners' property within the boundaries of the Cemetery.

10. **Settlement Purposes Only.** This Agreement is the result of a compromise and settlement, taking into account costs of defense and other matters, and shall never at any time or for any purpose be considered an admission of liability or responsibility on the part of the

Burlington Fire Protection District, which denies such liability and disclaims such responsibility.

11. Limitations of Release. This Settlement Agreement and Release shall relate only to the traversing of the Cemetery property by the District or its contractors, the removal of the six (6) evergreen trees from the Cemetery property, and the restoration of the Cemetery property pursuant to the Encroachment Consent and Restoration Agreement dated on or about December 13, 2012.

IN WITNESS WHEREOF, the Burlington Cemetery Corporation, a Kentucky non-profit corporation, acting by and through Philip Beeten, its PRESIDENT BOARD OF TRUSTERS and by Roy E. Santrell, its Member "Board of Trustees" having been duly authorized by resolution of its Board of Directors to so act, and the Burlington Fire Protection District, acting by and through David A. Conrad, its Chairman, having been duly authorized by the Board of Trustees to so act, have hereunto set their hands as said authorized officers the date and year as indicated below.

BURLINGTON CEMETERY CORPORATION CORPORATION

Roy E. Santrell - Trustee  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
Date: 08-25-2015

BURLINGTON CEMETERY CORPORATION

Philip Beeten PRESIDENT  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
Date: 8.25.2015

BURLINGTON FIRE PROTECTION DISTRICT

David Conrad  
BY: DAVID A. CONRAD  
ITS: CHAIRMAN  
Date: 8-10-15

STATE OF KENTUCKY.....): Sct.  
COUNTY OF BOONE.....)

Subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2015, by the Burlington Cemetery Corporation, a Kentucky non-profit corporation, acting by  
and through Pat Beeter, its Board President, and by  
Royce Cantrell, its Trustee, having been duly  
authorized by resolution of the Board of Directors to so act, to be each of their free act and  
deed as such officer of said Corporation, and the free and corporate act of the Corporation.

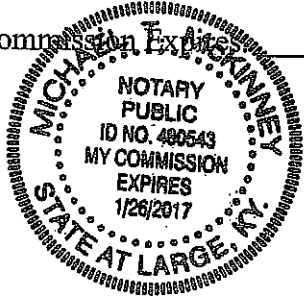
My Commission Expires: 7-27-16

[Signature]  
Notary Public  
State at Large  
ID # 471484

STATE OF KENTUCKY.....): Sct.  
COUNTY OF BOONE.....)

Subscribed, sworn to and acknowledged before me this 10 day of August,  
2015, by the Burlington Fire Protection District, acting by and through David A. Conrad, its  
Chairman, having been duly authorized by resolution of the Board of Directors to so act, to be  
his free act and deed as such officer of the District, and the free act and deed of the District.

My Commission Expires: 1-26-2017



[Signature]  
Notary Public  
State at Large  
ID # 480543

PREPARED BY:

[Signature]

ROGER N. BRADEN, Esq. KBA #06883  
7000 Houston Road, Suite 36  
Florence, Kentucky 41042  
Phone - 859-414-0777  
Fax - 859-993-0350  
Counsel for the Burlington Cemetery Corporation

