

SPENCER COUNTY FISCAL COURT
Monday, September 17, 2012
Fiscal Court Meeting Room, 28 East Main Street

A. Opening Prayer

Magistrate Hobert Judd led the Court in prayer before Court began.

B. Pledge of Allegiance

Pledge of Allegiance to the American flag.

C. Call to order by County Judge Executive, Bill Karrer

D. Roll call by County Clerk, Lynn Hesselbrock

E. Review and approval of the minutes from the September 5, 2012 Fiscal Court Meeting.

- ⌚ On the motion of Esq. Judd, seconded by Esq. Goodlett, with all members of the Court present voting "Aye", it is hereby ordered to approve the minutes of the September 5th, Fiscal Court meeting with corrections.

F. Communications from citizens *3 minute limit*****

Mr. Lawrence Trageser came before the Court to say that he had come before the Court in spring of 2012 to talk about the Administrative Code. He said that the Sheriff and the County Clerk's Administrative Code had not been placed in the County's Administrative Code. He also stated that on August 15, 2011 he brought up the fact that in the County Administrative Code County owned vehicles were mentioned and that it stated that except with permission, the vehicles were to remain parked on County property when not in use for official business. He stated that Fiscal Court did not have Administrative Codes from the Sheriff or the Clerk. "Why?" "Clerk Hesselbrock has one that she has simply gotten from Anderson County and put her name on it. And yet I find that Magistrate Davis is having to put an Open Records request in to get that document and then only to have Clerk Hesselbrock scold him and say the request has to go to Ruth Hollan's office. And then to add insult to the ignor...indignity, of it, she wants another \$30.00 for it at .50 cents a copy. Sheriff Stump said in this Court, he told Magistrate Davis that anytime he wanted it, it was ready, but when Magistrate Davis went to pick it up, Buddy said that there were some spelling errors and, oh by the way, you need to go to the County Attorney's office and sign a confidentiality agreement. In 2011, I got his Administrative Code. Lawrence Trageser didn't have to sign jack."

Ms. Evie McKemie came before the Court to offer her assistance with cleaning up tires along Salt River. She said she was willing to do whatever was necessary to help out.

G. Communications from County Judge Executive

1. The Judge stated that the Library had submitted its year-end financial report and that it was on file in the Judge's office as well as in the Clerk's office.

2. The Judge mentioned the upcoming Oktoberfest which will be held on the first Saturday in October which will be October 6th. He said that Squire Goodlett was looking into the Trolley for officials to ride on during the parade and also mentioned taking up a collection to buy candy to throw out to the children. No action was taken.

H. Communications/reports from Members, Other Offices, and Committees.

1. EMS:

1a. Committee report on privatization.

Esq. Moody stated that he had spoke with Mr. Steve Colsten. He said that they should have their evaluation complete in the next couple of days. Judge Karrer said that he did not know who Steve Colsten was, and Esq. Moody explained that Mr. Austin was with Yellow Ambulance. The Judge asked if the committee had met yet. Esq. Moody responded that they had not; that they had just submitted information to one company to get an idea what information was needed so they could get a report, to become familiar with the whole situation. Esq. Davis said "well, that's not all that's been done." Esq. Moody said "that's the main things that we've done to get prepared." He then asked if Esq. Davis had anything to add. Esq. Davis replied "we've also got the proposal from Oldham County and looked at theirs, and what to ask for it's about that thick." Esq. Moody said "and we had one from Daviess County also." Esq. Moody said, "So nothing really to report at this moment."

1b. EMS residence construction.

- ⌚ On the motion of Judge Executive Karrer, seconded by Esq. Goodlett, with all members of the Court present voting "Aye", it is hereby ordered to take the issue of the EMS residence construction off the table.

The Judge Executive said that there had been much discussion on the subject, but no formal action had been taken thus far. He said that the issue had been on the table for the last two meetings. He remarked that where the discussion had left off was on the different bid proposals, and that the committee had recommended that Fiscal Court accept the bid for \$249,587.52 from Eagle Construction and the Kehne Company.

- ⌚ On the motion of Judge Executive Karrer, seconded by Esq. Cheek, with Esq. Moody, Esq. Judd, Esq. Davis voting "Nay" and Esq. Goodlett, Esq. Cheek and Judge Executive Karrer voting "Aye", the motion failed.

1c. Extension Building.

The Judge said that the last time this issue had been discussed; it had also ended in a tie vote. He said he would make a motion; when Esq. Davis said "point of order Judge". "Do you have an appraisal on this building?" The Judge replied that he did not. Esq. Davis responded "Kentucky State law says that you cannot pay more than fair market value. If we don't have an appraisal then we don't know what's fair market value. And you have to use a Kentucky certified appraiser." County Attorney Hollan stated "actually, the KRS says that if you are going to

purchase property for more than \$40,000.00 or \$250,000.00 rather, you have to have an appraisal. But he didn't say what his motion is. Esq. Davis said "that's true." The Judge said "my motion is that we enter into negotiations with the Extension Service to purchase that building. Esq. Davis makes a good point. Part of that negotiation would be to establish the value of the building and bring it back to Fiscal Court once those negotiations are complete for final action." Esq. Davis said to County Attorney Hollan "so you know what his motion was going to be?" Attorney Hollan said "no". Esq. Moody said "so this motion is to take it off the table?" The Judge responded "no, it wasn't on the table, I made a motion that we enter into discussions." Esq. Davis said loudly "no, I'm not- don't go accusing me of nothing you don't know what you're talking about. I'm sick of you all accusing me of stuff." The Judge called Esq. Davis out of order. Esq. Davis then said to County Attorney Hollan "I don't care if you sit there or not" as Attorney Hollan got up to leave the table. Ms. Hollan stated "I will not sit in a Courtroom with him when he acts like this." Esq. Davis said "don't go accusing people of stuff and I won't act like this." The County Judge again called Esq. Davis out of order. Esq. Davis replied "well then you need to call people out of order when they accuse me of things and tell me I'm taking law from Lawrence Trageser." The Judge repeated "You are out of order." Esq. Davis said "and did you hear what I said?" The Judge replied "yes I did, and I say that you are out of order and I continue to say that." Esq. Davis said "and I continue to state mine". Esq. Moody then said "what's the purpose of buying the building and the Judge replied that his intent had not changed- the building was going to be empty and that there had been ongoing discussion on who owned what. He said he would like to see it used for the Sheriff's Department. He ended by saying he thought the taxpayers were better served if the County owned the building and it was used for the Sheriff's Department.

Esq. Judd stated that originally, it was discussed to use the building for EMS with some modifications. "But here we're looking at building another \$250,000.00 structure. Here we are looking at tying up a half a million dollars." The Judge said "at this point in time we've done nothing for EMS. And to purchase that building for \$250,000.00 and trying to make it work is not the ideal situation for EMS. The proposal we just tied our vote on was a much better situation for EMS. Esq. Moody said "that most likely if we were to start building the building for EMS it would be \$250,000.00 plus change orders also, because it's not a very concise bid, so there's gonna be changes come along on that also, most likely." Discussion continued about building versus buying the Extension Building. Esq. Davis said "now the Extension Building, they can't sell that for commercial use, can they?" Esq. Judd stated that the deed specified that is correct, that it's to be used only for an Extension Office. The Judge said "we have discussed that here before and we may have one opinion while the Extension Service has another. Esq. Davis said "however, if they bought the land from us, they could do whatever they wanted with it." The Judge said "that's true." Esq. Davis said "then we wouldn't be in that pickle of who owns the land, who owns the building." The

Judge said that he had made the motion and wanted to know if there was a second. Esq. Judd seconded the motion. Esq. Goodlett asked Esq. Judd “if we were to scratch the EMS building, would you vote to convert the Extension Office into an EMS building?” Esq. Judd replied “the Judge just said it wouldn’t work, why would we vote for something that wouldn’t work?” Esq. Goodlett commented “we’re discussing.” Esq. Moody said that there had been an issue with one government entity purchasing a building from another government entity.” Esq. Judd said “they’re telling us its okay.” Discussion continued about the legality of the purchase with the consensus that it was permissible. Esq. Judd said “I could probably support that Squire Goodlett, but not both of them.” Esq. Goodlett said “it’s plain to see we are going nowhere, either way. Without calling for a vote, how does the rest of the Court feel about that?” The Judge said that the vote would tell how the Court felt. He mentioned that the votes had ended in ties before and Esq. Davis said “I’ll answer your question, Esq. Goodlett. If I have to pick between the two, it’s gonna be build a new one.” Discussion continued on building a new structure. Esq. Goodlett said “it’s just been delay after delay. I feel that we need to move on something.” Esq. Judd asked Esq. Goodlett “do you think its right to the people of Spencer County to obligate a half a million dollars?” Esq. Goodlett said that “ I’ve seen the time when it certainly wouldn’t have been right. Our county is in a better position today than what we have been in the past,” adding he felt that something needed to be done soon. Esq. Judd called “question on the motion.”

- ⌚ On the motion of Judge Karrer, seconded by Esq. Judd, with Esq. Davis, Esq. Judd, Esq. Moody and Esq. Goodlett voting “Nay” and Judge Karrer and Esq. Cheek voting “Aye”, the motion fails to enter into negotiations with the Extension Service to purchase the Extension Building.
- ⌚ On the motion of Judge Karrer, seconded by Esq. Judd, with Esq. Cheek, Esq. Moody, Esq. Davis voting “Nay”, and Judge Karrer, Esq. Goodlett and Esq. Judd voting “Aye”, motion fails to reconsider the earlier tie vote to construct a new EMS building.

Esq. Moody said that he thought that the bid was not specific enough for the Court to make a decision on constructing a new building.

1d. Supplies request for Quadmed.



QUOTATION

Quote Number: 310957
 Quote Date: Sep 11, 2012
 Page: 1

PO BOX 550773 Jacksonville FL 32255
 PH: 800-933-7334 FAX: 877-367-7759

www.quadmed.com

Quoted To:
 SPENCER CTY EMS
 P.O. BOX 397
 TAYLORSVILLE, KY 40071

SPENCER COUNTY EMS
 12 WEST MAIN
 EMS SUPPLIES
 TAYLORSVILLE, KY 40071

Customer ID	Good Thru	Payment Terms	Sales Rep
SPENCER	10/11/12	Net 30 Days	BF

Quantity	Item	Description	Unit Price	Amount
1.00	EDI-340014	60CC SYRINGE, LUER LOCK 25/BX	16.16	16.16
8.00	EAW-2710	BVM, ADULT	9.95	79.60
1.00	EAW-238201	8.5MM E.T. TUBE W/STYLETTE CUF	26.50	26.50
8.00	ESP-6336	UNIVERSAL SAM SPLINT ROLLED	7.95	63.60
50.00	EDI-3239	AMSINO 10 DROP/ML 72" 107201	1.15	57.50
50.00	EDI-3242	AMSINO EXT. SET 10", 2 Y #606	1.35	67.50
1.00	EDI-3003-I	IV CATH 20G INTROCAN 50/BOX	80.00	80.00
1.00	EDI-3001-I	IV CATH 16G INTROCAN 50/BOX	80.00	80.00
20.00	EDI-311230	POSITRACE 30/PCH 1870-030	5.15	103.00
10.00	EDI-3123	ZOLL M/E SERIES CHRT PAPER PAD	2.35	23.50
Subtotal				597.36
Sales Tax				
FREIGHT				0.00
TOTAL				597.36

⌚ On the motion of Esq. Moody, seconded by Esq. Cheek, with all members of the Court present voting "Aye", it is hereby ordered to approve the purchase of the requested EMS supplies.

2. Floodwall report from Bobby Smith, the current Floodwall Commissioner. Mr. Smith handed out binders with the Floodwall report to members of Fiscal Court for their review. Mr. Smith mentioned a letter from the Corps of Engineers dated January 10, 2011, from an inspection which took place on November 3, 2009, which said the Floodwall inspection rating was "minimal acceptable". He said that 2 years and 8 months later, we were no better off. Mr. Smith said it was his understanding that the Corps of Engineers was going to give the Floodwall an unacceptable rating which might result in the loss of funds from FEMA, RIP, and insurance companies. Mr. Smith stated that he had toured the Floodwall with others. He said that he thought that the Floodwall was not high on the priority list because it only protected 600 people, and a failure of the floodwall would have the least impact. He offered to work for half cash and half voucher for his employees to perform the work necessary. He cited some Corps suggestions, and said the Floodwall needed to be revitalized. Esq. Woodie Cheek volunteered to be part of an Advisory Committee for the Floodwall. Ms. Sandy Verbeck had offered her services to help with the financial aspects. He mentioned other possible entities who might be helpful on a committee of some kind.

3. Parks parking lot sealed bid results.

There were 3 bids submitted. One from American Paving was the lowest. TSI and Louisville Paving also submitted bids.



502-410-4080
888-447-5949 (F)
www.americanpaving-pro

(Bid Good 30 Days)

Date	Estimate#

Name/Address
Spencer Co Parks + Rec

Commercial Bid

Estimate Good for 30 Days.

Description	Terms	Sales Rep	Job	Total
Roy Jewell Memorial Park				
1) Clean, seal lot approx 44,000 sq ft w/ commercial sealer with lubricized additives and silica sand 3%				3,100 ⁰⁰ 225 ⁰⁰
2) Crack fill as needed				650 ⁰⁰
3) Re stripe lot white laytek traffic paint				
* include all stencils				
Roy 639-0012				Total 3,975⁰⁰

Customer Acceptance of Terms & Conditions

(See Terms & Conditions on Page Two.)



P.O. Box 436143
Louisville, Ky 40253

502-410-4080
888-447-5949 (f)
www.americanpaving.pro

(Bid Good 30 Days)

Date	Estimate#

Name/Address
Spencer Co. Parks.

Commercial Bid

Estimate Good for 30 Days.

Description		Total
i) Waterford Park		
i) Clean lot, seal with Sealmaster Ready seal w/ Rubberized asphalt and silica sand App 40.000 S.F.		2,850. ⁰⁰
2) Crack fill - (Hot Pour) as needed		300. ⁰⁰
3) Re stripe Yellow traffic laytop		775. ⁰⁰
Roy 639 0012		
Total		3,925.⁰⁰

Customer Acceptance of Terms & Conditions

(See Terms & Conditions on Page Two.)

⊙ On the motion of Esq. Davis, seconded by Esq. Cheek, with all members of the Court present voting "Aye", it is hereby ordered to award the paving contract for Waterford and Ray Jewell Park to American Paving for the amount of \$7900.00.

4. Clerk's order request for vehicle registration sleeves, 2500 at \$0.51 each for a total of \$1275.00.
 - ⌚ On the motion of Esq. Judd, seconded by Esq. Cheek, with all members of the Court present voting "Aye", it is hereby ordered to approve the Clerk's order request for vehicle registration sleeves for a total price of @1275.00.
5. Solid Waste Report.

Esq. Judd stated that there was nothing to report.
6. Jailer report.

Reimbursement for meals for prisoners.

OFFICE OF THE SPENCER COUNTY JAILER
JAILER DARRELL HERNDON
PRISONER FOOD EXPENSE FOR AUGUST 2012

JULY 2012:	\$85.00
TOTAL:	\$85.00

These bills were paid in full to Linda's Grill by Jailer Darrell Herndon.

Submitted 9/12/2012
Darrell Herndon, Spencer County Jailer

- ⌚ On the motion of Esq. Davis, seconded by Esq. Cheek, with all members of the Court present voting "Aye", it is hereby ordered to reimburse Jailer Herndon \$85.00 for meals for prisoners.
- 7. Sheriff's report for July and August.

Spencer County Sheriff's Department

P.O. Box 475

Taylorsville, Ky., 40071

Activity for July 2012 as follows:

Traffic Stops, Warnings – 64

Traffic Stops, Citations – 18

Highway Safety Checkpoint - 0

Non Injury Accidents – 11

Injury Accidents – 4

Fatalities - 0

Other Calls for Service – 331

CCDW Permits – 25

Vehicle Inspections - 71

Total Arrest – 32 Including 11 DUI's

Subpoenas, Criminal Summons & Civil Summons Served – 53

Recovered Property – 0

Total Contacts - 609

Spencer County Sheriff's Department

P.O. Box 475

Taylorsville, Ky., 40071

Activity for August 2012 as follows:

Traffic Stops, Warnings – 69

Traffic Stops, Citations – 19

Highway Safety Checkpoint - 31

Non Injury Accidents – 8

Injury Accidents – 6

Fatalities - 1

Other Calls for Service – 341

CCDW Permits – 24

Vehicle Inspections - 86

Total Arrest – 28 Including 13 DUI's

Subpoenas, Criminal Summons & Civil Summons Served – 66

Recovered Property – \$4,000.00 (Stolen Car)

Total Contacts - 679

No action taken. Informational only.

SPENCER COUNTY **8. Carcass disposal report for August.**
 Aug-12 30 M+ 30 M+ 29 M-

DATE	NAME	ADDRESS	PHONE #	Cows	Bull	Cow	Calf	Horse	Goat	Sheep	Other
8/3/2012	Mr Bond	480 Oches Lane	502-245-8551	2							
8/6/2012	Larry Wilder	3554 Grays Run	502-507-3798				2				
8/7/2012	Jonathan Odell	495 Ollie Brown Rd, Taylorsville, 1 driveway	502-643-0813	1							
8/9/2012	Mary Goode	2555 Normandy Rd, Taylorsville	CP 502-921-3658					2			
8/10/2012	Lee Stevens	540 Greys Run	502-477-8109	1							
	Charles Jewel	200 Houglin Rd, Taylorsville	502-477-0341					2			
8/13/2012	Myron Baird	4346 Plum Ridge Rd	502-477-2754			1					
8/17/2012	Tommy Hatzman	2306 Greys Run, Taylorsville	502-477-2127				1				
	Eugene Herdon	5340 Bloomfield Rd	502-773-5740				1				
8/20/2012	Myron Baird	4346 Plum Ridge Rd	502-477-2754	1							
8/21/2012	Gorrie	856 John Henry Rd, Taylorsville	502-492-2544					1			
8/23/2012	Becky Hornung	9088 Taylorsville Rd, Fisherville	502-477-0001								1
8/24/2012	David Hume	635 Greer Rd	502-477-3003	1							
8/28/2012	Tonya Carmen	339 Cull Rd, Mt Eden	502-321-3839					1			
8/29/2012	Gary Truax	310 Truax Lane, Taylorsville	CP 502-422-1214	1							
	Byron Cunningham	605 Little Mt Church Rd, Taylorsville	502-477-2657	1							
	Larry Wilder	3554 Grays Run	502-507-3798				1				
8/31/2012	David Carrithers	181 Glenview Drive, Taylorsville	502-551-5353			1					
	Scott Williams	3509 Mt Washington Rd	502-599-2874	1							

TOTAL PAGE 9 0 2 5 6 0 0 1

Discussion ensued concerning the number of dead animals per farm, noting some farms had a higher number of dead animals than others. No action taken. Informational only.

Esq. Davis said “under KRS 67.710 Powers and Duties of the County Judge Executive. Now it’s my understanding and I believe it’s the understanding of the rest of the Magistrates on this Court that you believe that you can hire, or that you can fire, remove any County employee without Fiscal Courts approval. The Judge replied “department heads” Esq. Davis replied “department heads?” The Judge stated “but I’m still going to bring it here when I do that.” Esq. Davis said “cause subsection 7 under 67.710, Powers and Duties of the County Judge Executive says the “Judge exercises the approval of Fiscal Court with the authority to appoint, supervise, suspend or remove County personnel unless otherwise provided for by state law. And I think that includes department heads. I want to bring that to your attention. You might want to check that out.” The Judge replied “okay”. Esq. Davis said “cause this has already been done, and I believe that’s the understanding and you know, again, it’s already been said I asked last time, I’ve been asking for a long time for appendix “B” and “C” in my Adnim Code. And last time I asked the Sheriff “yeah, it’s ready, come get it, it’s all ready, have a bow on it. But when I go over there to get it, “naw, we ain’t got it”. “When you gonna have it?” “I don’t know.” So the next day I go in there with an Open Records Request- I’ve never filed an Open Records Request, but, I really don’t think Open Records Requests do that much because it seems to me they got a loophole in that too. Just respond within three days. It doesn’t really mean you have to give me anything. Then I get a response from him that he’ll have it ready by October 1st. A mere copy, stick a disc in a computer and copy off 354 pages and push a button and walk away. But it’s gonna take until October 1st to do this. Now, Ms. Hasselbrock, I’ve been asking her for hers forever, but she’s working on it, and working on it, and working on it. Well then I find out that the last Clerk’s was just gone, then I find out no, they’re still going by that. I thought OK, that’ll be fine, that suits me, as long as I have one. So I turned in an Open Records Request to her. Well yeah, I can have it.. \$0.50 a copy. A couple of weeks ago, I go to Planning and Zoning to get a copy of this Fiscal Court that we had. I would think this is part of the tools for our job. I’m told that they were told I have to fill out an Open Records Request. Yeah, this is unreal that I continue to be hindered this way. I mean how much are we going to start being charged for our book. I mean we make a lot of money per month at this job. I don’t understand. I just don’t understand. It’s comical, it really is. And that’s all I have. The Judge said “okay”. Esq. Davis then said, and Judge, I even called you about that, and you seem to be trying to find something in there to prove that I would indeed have to pay \$0.50 a sheet, when in the back of my Admin Code, it has the appendix- appendix “A” is the Ethics Code, we have that. “D” is EMS, we have that, but almost two years now and we still don’t have the Clerk or the Sheriff. I don’t know what the big deal is here. What exactly they’re afraid of or what they’re doing. And why we can’t have what we’re supposed to have to do our job. And why I’ve got

to fill out an Open Records Request to get a copy of Fiscal Court. I want to start signing something or perhaps charge for my likeness on this film, is that what it's coming to? And I charge a lot. The Judge said "I can tell you that as far as our Admin Code and I think I read it to you, I don't know the page, and that they shall have their SOPs in their offices. They have apparently chosen not to include their SOPs by reference to our Admin Code, they are separate Constitutional offices, we can't make them do that, we can't tell them what they can and cannot charge you as far as Open Records copies are concerned. I can take care of, and I didn't know that was happening, if you're asking for a request from Planning and Zoning, I can take care of that. Esq. Davis said "well finally the Administrator came out, Julie, and said no, he doesn't have to. Now Mike Moody had to last time. The Judge asked Esq. Moody "didn't I get your money back from that?" Esq. Davis said "no, Open Records Request."

The Judge said, "And I will also say since you're talking about Open Records here, there was an appeal to the Attorney General's office concerning our Open Records procedures and the Attorney General referred back to a Kenton County case, they affirmed that our procedures are correct. Lawrence Trageser interjected "not entirely" where upon the Judge called him out of order. The Judge stated that he had gotten that information of Friday.

Esq. Judd said that he wanted to go back and address paragraph F on the agenda. Pertaining to the 3 minute limit on communications from citizens. He said he thought the limit should be set higher to four or possibly five minutes. He said if anyone abused the time limit the Judge could "use the gavel on them" and get them out of the Court. He said too often people come into Court to talk about issues that concern them, and he felt that the Court should be a "sounding board" for them. The Judge said he suggested that if a citizen wanted to address a specific issue, that they ask to be put on the agenda so they could have more than the three minutes. He cited instances where people asked to be put on the agenda and was allowed longer time frames to express their thoughts. Esq. Davis also said he got a lot of calls from people who would like to speak at the Fiscal Court meetings on topics that were not on the agenda. The Judge said that he would think about the idea.

The Judge asked if there was anyone else who wanted to speak and the County Clerk said that she would like to report the excess funds for July and August. She explained that due to a clerical error, there was an overpayment to the State in July. This was corrected by a credit to the August payment. Corrected excess funds were \$46,264.10 for the month of July and \$38,726.20 for the month of August. Esq. Judd asked a question about excess funds and the Clerk explained that the funds were all receipts for the month minus the legal disbursements to all the taxing districts in the County such as the School Board, the Fire Board, the Extension Board, ect. The Clerk reminded the Squire that the fee-pooling agreement provided for the County to take over the personnel and operating costs of the Clerk's office. The Judge stated that the amount to date was around \$26,000.00 for the Clerk's fiscal year. He also noted that the Clerk had opted to pay off some long term contracts which would increase excess funds for next year as they would not be an ongoing expenditure in the coming year.

The Clerk then said that since some members of the Court had jumped ahead to Old Business, she wanted to address the topic of the Clerk's Administrative Code. She said "according to Spencer County Administrative Code, page 14, section 1.6 paragraph 2 'The County Clerk's personnel will be regulated by the Clerk's Administrative Code, in addition to this Administrative Code. The Clerk's Administrative Code **shall** be on file in the Clerk's Office. And it is.'" It is also a public record and an Open Records request is not needed to view the document.

I. Old Business.

1. Recycling center new hire.

The Judge reported that there were currently two positions available. A new position would be for a supervisor to take some of the burden off of Darrell Herndon who currently works part time and must spend time at the Recycle Center. He is currently the Superintendent of Grounds. The fulltime Supervisors position is not currently in the Administrative Code so it will be added and be brought back to Court. There have been numerous applications for the positions.

2. Admin codes from the Clerk and Sheriff.

The Judge asked Esq. Moody if he wanted to address the topic further since Esq. Moody wanted the item placed on the agenda. Esq. Moody said the item had been discussed enough already.

J. New Business.

1. Review and Approval of Bills and Transfers.

Motion to approve the paying of bills and transfers made by Esq. Moody, seconded by Esq. Cheek. When the Judge asked for discussion, Esq. Davis said "Lynn Hasselbrock, page 2. Reimburse for admin binders, what is that?" The Clerk responded "Administrative Code Binders." Esq. Davis responded loudly "yeah, I know. What exactly is that cause you know I asked for the Admin Code and it's \$0.50 a page, now you want binders? That's cute." "No, I won't be voting for bills and transfers. I mean I gotta pay \$0.50 a page for this Admin Code and now she wants books to put it in. How much do I have to pay for that? I guess \$10.60." Esq. Goodlett asked where he saw that to which Esq. Davis replied "Lynn Hasselbrock, second page." The Judge said "anymore discussion on the bills?" Esq. Davis said "Judge, can you shed a little light on this? I mean why are we paying for her Admin Code binders that she's charging \$0.50 a page for, and then we pay for the books to put them in." The Judge said "I would suspect, and I'll ask the Clerk, that you're putting your Administrative Code for your deputies in a binder?" The Clerk responded in the affirmative, to which Esq. Davis replied "are they gonna have to pay for them?" The Clerk responded "did you have to pay for yours?" Esq. Davis said "the Admin Code from you?" The Clerk replied "no, did you have to pay for your binder?" Esq. Davis said "no, but I'm sure it's coming."

- ⦿ On the motion of Esq. Moody, seconded by Esq. Cheek, with all members of the Court present voting "Aye", except Esq. Davis voting "Nay", it is hereby ordered to pay all bills and approve all transfers.

GENERAL FUND INVOICES:

Davis Lee Downs	0150701910 board of adjustments, 9/6	60.00
Glen Goebel	0150701910 board of adjustments, 9/6	60.00
Ike Irvine	0150701910 board of adjustments, 9/6	60.00
Bruce Kapfhammer	0150701910 board of adjustments, 9/6	60.00
James Tipton	0150701910 board of adjustments, 9/6	60.00
Lowry Brown	0150701910 zoning board, 9/6	60.00
Dwight Clayton	0150701910 zoning board, 9/6	60.00
Paul Daugherty	0150701910 zoning board, 9/6	60.00
Nathan Lawson	0150701910 zoning board, 9/6	60.00
Cara Lewis	0150701910 zoning board, 9/6	60.00
Anthony Travis	0150701910 zoning board, 9/6	60.00
Gary Woods	0150701910 zoning board, 9/6	60.00
Alfreda Currie	0150701910 zoning board secretary, 9/6	60.00
Autozone	0150807210 mainten parts	99.46
Airgas	0151405780 ems oxygen	109.75
Airgas	0151405780 ems oxygen	59.75
A&M Oil Company	0150807210 maintenance fluids	1,011.53
Bill Karrer	0150805710 reimburse courtroom blinds	134.40
Bluegrass Recycling	0152054030 August carcass disposals	2,055.71
Barry Gray	0150705670 reimburse zoning overpayment	13.68
Bennett's Gas	0151405780 ems propane	21.99
Bob Hook Chevrolet	0150155920 sher veh sensor	121.43
Country Mart	0150807210 maintenance water	6.98
Country Mart	0152174680 recycling fuel	84.09
Country Mart	0154014550 parks fuel	145.54
Country Mart	0154014670 parks water	8.37
Country Mart	0150154550 sheriff fuel	40.25
Cardinal Office Products	0150474450 occtax clipboard, depositbag	28.97
CMS Uniforms	0150154810 sheriff uniform whistlechain	15.80
CMS Uniforms	0150154810 T.Montgomery uniform	92.85
CMS Uniforms	0150157170 sheriff handcuffs, restraints	1,405.25
Cheaper Locksmith	0150157250 sheriff office reprogram lock	62.50
Central Kentucky Fiber Resource	0152174680 baler balance	7,750.00
Donna Rose Company	0150104450 clerk deputy Manning business card	122.00
Doug Williams	0150704450 zoning certified postage	6.80
Duplicator Sales	0150803380 zoning server contract	57.29
F&S Electrical Company	0152174680 recycle baler wiring install	380.57
F&S Electrical Company	0150805710 wiring repair for election rm	97.06
Froman Drug	0151405500 ems pharmaceuticals	36.96
Greenwell Brothers	0150705780 zoning propane	82.61
Greenwell Brothers	0150805780 courthouse propane	773.65
Get Set Graphics	0150803380 county website maintenance	75.00
Goodyear Auto Service	0150155920 sheriff veh tires	525.13
Huber Tire	0151404430 med3 repair	770.70
J.P. Rose Company	0150104450 clerk notary seal, nameplate	48.45
Ky Occupational License Assoc	0150475690 conf registration, Mattingly	175.00

Ky Occupational License Assoc	0191005510 membership, Mattingly	55.00
Kentucky State Treasurer	0152055710 animal ctrl office desk, chair	315.00
Kentucky State Treasurer	0150803520 elevator inspection	100.00
Kentucky Utilities	0150155780 sheriff utilities	300.38
Kentucky Utilities	0150475780 occtax utilities	135.31
Kentucky Utilities	0150705780 zoning utilities	362.28
Kentucky Utilities	0150805780 courthouse utilities	2,275.14
Kentucky Utilities	0150865780 annex utilities	469.01
Kentucky Utilities	0150855780 ems utilities	121.16
Louisville Fire & Safety	0153055860 senior center extinguisher service	157.20
Louisville Fire & Safety	0152175780 recycling extinguisher service	112.70
Louisville Fire & Safety	0150865780 annex extinguisher service	30.00
Louisville Fire & Safety	0150805780 courthouse extinguisher service	264.70
Louisville Fire & Safety	0150155780 sheriff extinguisher service	30.00
Louisville Fire & Safety	0150705780 zoning extinguisher service	30.00
Logans	0150805710 maint/recy/pks uniforms, Aug	343.45
Logans	0150305780 pva floormats, Aug	92.22
Logans	0150805710 courthouse/annex floormats, Aug	561.22
Lynn Hesselbrock	0150104450 reimburse admin code binders	10.60
Lowes	0152055710 animal ctrl gate clips	81.12
Landmark-Spencer Magnet	0150803020 misc co advertisements	238.00
Landmark-Spencer Magnet	0150703020 zoning notices	346.80
M&M Office Products	0150104450 clerk copier maintenance	892.50
Martin World Radioshack	0150014450 judge mouse batteries	4.99
Mohawk Medical	0151405500 ems pharmaceuticals	140.83
NAPA	0150807210 maintenance parts	561.86
NAPA	0150155920 sheriff parts	85.40
NAPA	0151404430 ems parts	199.86
Nolan Bryant	0152054020 animal ctrl office/custodial equipmt	141.15
Radioland	0151363480 repeater service call	287.50
RCS Communications	0151363480 sirens service call	167.00
R.W.Hollan	0152055710 animal control office construction	10,779.87
Software Management	0150104450 clerk termination statements	163.64
Software Management	0150105850 clerk computer contract	2,894.00
Stephannie Smith	0150475690 conf mileage	170.20
Southern Communications	0150204450 coroner radio	525.00
Spencer Co Tourism	0154205660 tourism room receipts	1,667.51
U.S. Postmaster	0150155630 tax bills postage	3,648.00
University of KY	0191005690 parks turfclass registration, R.Smith	99.00
University of KY	0191005690 parks turfclass registration, B.Spencer	99.00
University of KY	0191005690 scholar class registration, J.Davis	80.00
Vincent Mattingly	0150475690 conf mileage	170.20
Wright Express	0151154550 bdginsp fuel	118.01
Wright Express	0150204450 coroner fuel	57.46
Wright Express	0151404550 ems fuel	1,691.58
Wright Express	0152055920 animal ctrl fuel	177.36
Wright Express	0150807210 mainten fuel	134.21
Wright Express	0150704450 zoning fuel	39.93
Wright Express	0154014550 parks fuel	361.74

ROAD FUND INVOICES:

Air Hydro Power	0261054670 mower fittings, hoses	67.74
A&M Oil Company	0261054550 fuels	6,897.36
AutoZone	0261054670 mower fuses	16.98
AutoZone	0261055920 trucks hoses, fuses, fuel pump	68.54
All-State Ford	0261055920 truck transmission	2,845.56
All-State Ford	0261055920 truck radiator	472.48
The Crocker Company	0261055920 hummers filters	493.21
Carrier Concepts	0261054470 cdl drug testing	40.00
Danny Maddox	0261055920 truck repair	100.00
John Deere Financial	0261055920 sprayer	107.97
Hydraulic Specialists	0261054670 mower cylinders repaired	435.20
Huber Tire Inc.	0261054790 mower tires	1,056.08
Logans	0261055780 uniforms rental	620.75
Martin World Radioshack	0261054450 road phone tufcases	49.98
Martin World Radioshack	0261055920 truck toggle, switches	159.60
NAPA	0261054670 mower filters	261.88
NAPA	0261054670 mower grease	105.80
Roppel's Radiator	0261055920 repair	178.60
Rumpke	0261055780 litter dumpster	1,506.07
Rogers Group	0261054090 stone	212.06
Saf-Ti-Co	0261054690 sign posts	395.25
Saf-Ti-Co	0261054690 signs	219.40
Total Truck Parts	0261055920 Lights	678.14
Total Truck Parts	0261055920 Truck fuel pump	61.82
Total Truck Parts	0261055920 Tools, clamps, hubcap	53.92
TruckPro	0261055920 clamps	11.39
TruckPro	0261054750 ratches, plier kits	380.90
Tractor Supply	0261054450 office fan, water	186.99
Wright Express	0261054550 fuels	316.63

JAIL FUND INVOICES:

Bullitt County Detention	0351013140 August 2012 inmate housing	900.00
Wright Express	0351014550 jailer fuel	46.01
Gould's Medical	0351055490 inmate medical expense	18.95
Clinical Solutions	0351015490 inmate medical expense	69.06
NAPA	0351015920 jailer veh repair parts	14.18

Wright Express	0150154550 sheriff fuel	2,366.61
Wright Express	015015455T sheriff transport fuel	498.00
Down & Dirty Lawn Care	0153404680 bushhog 30 lots in Orchards, 29.313acres	2,931.30

Reimburse EMS overpayment	0151404450	50.00
Transfer \$200 to 0150475690 (occ tax conference expenses) from 0192009990 (reserves)		
Transfer \$500 to 0151363480 (communications equipment-homeland sec) from 0192009990 (reserves)		
Transfer \$1000 to 0154205660 (tourism room receipts) from 0192009990 (reserves)		

<u>Cash Balances:</u>	<u>General Fund</u>	<u>Road Fund</u>	<u>Jail Fund</u>
8/31/2011	\$733,625.71	\$909,239.71	\$67,146.34
9/23/2011	\$685,293.09	\$916,249.99	\$44,055.30
10/31/2011	\$777,421.50	\$827,015.56	\$40,783.68
11/30/2011	\$1,403,138.79	\$706,833.63	\$22,379.02
12/27/2011	\$1,536,150.31	\$570,923.05	\$26,768.49
1/27/2012	\$1,459,748.37	\$710,716.61	\$44,738.31
2/29/2012	\$1,511,835.35	\$633,891.30	\$32,364.89
3/31/2012	\$1,200,291.88	\$670,941.20	\$23,274.04
4/30/2012	\$1,313,098.35	\$605,432.76	\$24,970.28
6/1/2012	\$1,232,530.17	\$504,531.50	\$26,728.87
6/29/2012	\$978,436.14	\$158,021.81	\$51,774.08
8/1/2012	\$1,123,464.33	\$217,271.32	\$92,012.76
8/30/2012	\$961,213.34	\$839,977.60	\$50,134.19

2. Zoning, Readings and recommendations.

The Judge informed the Court that there were none.

3. Paving projects with County Funds (non Flex Funds).

The Judge stated that the Flex Fund projects were also listed, but what they were to act on tonight were the non flex-fund projects. He mentioned Meadowview Subdivision which needed to have dig-out work begun immediately.

⌚ On the motion of Judge Executive Karrer, seconded by Esq. Goodlett, with all members of Fiscal Court present voting "Aye", it is hereby ordered to approve the non-flex fund road projects.

County Estimate For Re-Surface & RS Flex Fund Projects 2012/2013
estimate 8/14/12

Surface

		LENGTH	TONS	PRICE PER TON	APPROX. PRICE
#1.	Chatman Ln.	5620X15	865.5	\$60.98	\$52,778.19
#2.	Hunter Rd.	3590X20	737.2	\$60.98	\$44,954.46
#3.	Smitha Rd.	4232X13	564.83	\$60.98	* \$34,443.33
#4.	Driscoll Rd.	5690X10	637.28	\$60.98	\$38,861.33
#5.	Snider Rd.	3911X9	377.8	\$60.98	* \$23,038.33
#6.	Kings	82X18	13.76	\$60.98	\$839.00
#7.	Highview Dr.	2127X20	436.74	\$60.98	* \$26,632.41
#8.	Burns Ln.	1406X9	135.82	\$95.00	* \$12,902.90
#9.	Old heady Rd. Co.line to washover	3060X13 1468X15 40X21	643.5	\$60.98	* \$39,240.63
#10.	Dutchman Ln. patch	50X14	7	\$95.00	* \$665.00
#11.	Waterford loop 1/2	179x15 729x13 300x19 353x16	25 88 53 52	\$60.98	* \$14,635.20
#12.	*** Delta Rd.	1100X11	113	\$60.98	\$6,890.74
	*** Base needed for Delta Rd.	510X11	108	\$55.96	\$6,043.68
#13.	Ingram Ln.	3160x11 60x44	401	\$60.98	\$24,452.90
#14.	*** Johnson Ln.	1914x13	243	\$60.98	\$14,818.14
	*** Base needed for Johnson Ln.	208x13	59	\$55.96	\$3,301.64
#15.	Goose Creek Rd.	4780x11	540	\$60.98	* \$32,929.20
					Sub total
					\$377,427.08
MEADOWVIEW SUBDIVISION					
#1.	Meadowview Dr.	2078X20 77X70	481	\$60.98	\$29,331.38
#2.	Meadowridge Dr.	627X20	128	\$60.98	\$7,805.44
#3.	Meadowridge Ct.	840X20 77X70/2	257	\$60.98	\$15,671.86
#4.	Lake Point Ct.	274X20 70X70	106	\$60.98	\$6,463.88
					Sub total
					\$59,272.56
					Total
					\$436,699.64

NOTE: * Indicates RS Flex Funds Projects
NOTE: *** indicates that Flex Funds cannot be used for Delta Rd.-
only existing asphalt roads apply

4. Ordinance No. 4 (2013 series) budget amendment #1, second reading.

**Spencer County, Kentucky
Ordinance No. 4
Fiscal Year 2013 Series**

Budget Amendment #1

An Ordinance Relating to the Annual Budget and Amendment Thereof

Whereas the County of Spencer has realized unbudgeted receipts from the General, Road, and Jail Funds,

Be It Ordained by the Fiscal Court of Spencer County, Commonwealth of Kentucky that:

Section One: The budget for fiscal year 2012/2013 is amended to:

Increase/Decrease the receipts of the General, Road, and Jail Funds by \$546,412.00 to include unbudgeted receipts from:


Account Code	Description		Amount
01-4901 ✓	Surplus	by	\$ 400,000.00 ✓
02-4518 ✓	County Road Aid	by	\$ 121,412.00 ✓
03-4901 ✓	Surplus	by	\$ 25,000.00 ✓

Increase/Decrease expenditure account(s):

Account Code	Description		Amount
0192009990 ✓	Reserves for Transfer	by	\$ 400,000.00
0261054050 ✓	Asphalt-General County Roads	by	\$ 121,412.00
0351013140 ✓	Inmate Housing	by	\$ 25,000.00

Section Two: The amounts adjusting the receipt and expenditure accounts in Section One are for governmental purposes.

Approved by the Fiscal Court of Spencer County, Kentucky, this 20th day of Aug, 2012.



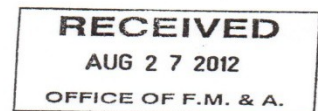
Spencer County Judge Executive

Approved as to form and classification this 27th day of August, 2012.

Robert O. Braune
State Local Finance Officer

This budget ordinance amendment was duly adopted by the Fiscal Court of Spencer County,
Commonwealth of Kentucky this _____ day of _____, 2012.

Spencer County Judge Executive



- ⌚ On the motion of Esq. Cheek, seconded by Esq. Moody, with all members of Court present voting "Aye", it is hereby ordered to approve the second reading of Ordinance No. 4 (2013 series).

5. Indiana bat conservation Memorandum of Agreement.



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Kentucky Ecological Services Field Office
330 West Broadway, Suite 265
Frankfort, Kentucky 40601

Mayor Don Pay
City of Taylorsville
70 Taylorsville Road
Taylorsville, KY 40071

Mr. Bill Karrer
Judge Executive
Spencer County
12 West Main Street
Taylorsville, KY 40071

Re: FWS 2012-B-0169; Indiana Bat Conservation MOA for the City of Taylorsville and Spencer County in association with the Taylorsville Drainage Study and Repair, Spencer County Kentucky

Dear Mayor Pay and Judge Executive Karrer:


Please find the attached Indiana Bat Conservation Memorandum of Agreement (MOA) between the U.S. Fish & Wildlife Service (Service) and the City of Taylorsville and Spencer County accounting for adverse effects to the Indiana bat in association with the subject project. Please review for any questions or changes. If you do not have any, please have the responsible party sign, date, and return to our office via fax, email, or mail.

Execution of the attached MOA and the Indiana Bat Conservation Fund (IBCF) contribution that it requires will allow the City of Taylorsville and Spencer County to be in compliance with the Endangered Species Act relative to the Indiana bat. If necessary to fulfill requirements of the U.S. Army Corps of Engineers and/or other federal nexus agencies obligations per section 7 of the ESA, please provide them with a copy of this letter, fully executed Conservation MOA, and proof of payment for their records.

In order to complete payment per the Conservation MOA (Section 6.4 of the MOA) please:

- 1) Make check or money order payable to **Kentucky Natural Lands Trust**,
- 2) Reference, **FWS 2012-B-0169- IBCF** in the memo line,
- 3) Remit payment to:
Kentucky Natural Lands Trust
c/o Hugh Archer, Executive Director
433 Chestnut Street
Berea, Kentucky 40403
- 4) Provide proof of payment (copy of the check or receipt) to our office via fax, email, or mail.

If you have any questions regarding the information that we have provided, please contact Phil DeGarmo of my office at (502) 695-0468 extension 110.

Sincerely,

for
Virgil Lee Andrews, Jr.
Field Supervisor

Attachment

**INDIANA BAT CONSERVATION
MEMORANDUM OF AGREEMENT
BETWEEN THE
U.S. FISH AND WILDLIFE SERVICE
AND
CITY OF TAYLORSVILLE AND SPENCER COUNTY**

This Memorandum of Agreement (MOA) is entered into by the United States Department of the Interior, U.S. Fish and Wildlife Service (Service) and the City of Taylorsville and Spencer County to promote the survival and recovery of the Indiana bat (*Myotis sodalis*), a federally listed endangered species. Together, the Service and the City of Taylorsville and Spencer County are referred to as "Cooperators."

Section 1: PURPOSE AND OBJECTIVES

The Indiana bat is a federally listed endangered species native to a large portion of the eastern United States and the Commonwealth of Kentucky. This MOA will implement recovery-focused conservation measures that will be undertaken by the Cooperators and afford a measurable conservation benefit for the Indiana bat as set forth in the Service's Indiana Bat Mitigation Guidance as modified January 3, 2011 and hereby incorporated by reference. These measures will be implemented in association with the proposed project as detailed in section 4 of this MOA. All measures will be implemented according to the terms of this MOA. The Cooperators understand and intend that the benefits resulting from this MOA may also provide conservation benefits for other federal protected species and native fish and wildlife.

Section 2: AUTHORITY

This MOA is hereby entered into under the authorities of the Endangered Species Act (16 U.S.C. 1531 *et seq.*) (ESA), Fish and Wildlife Act of 1956 (16 U.S.C. 742a. *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*). Section 5 of the ESA provides that, "The Secretary...shall establish and implement a program to conserve fish, wildlife, and plants, including those which are listed as endangered species or threatened species..." and "shall utilize land acquisition and other authority under the Fish and Wildlife Act, as amended, and the Migratory Bird Conservation Act, as appropriate". Section 7(a) (1) of the ESA further directs Federal agencies to "utilize their authorities in furtherance of the purposes of this Act [ESA] by carrying out programs for the conservation of endangered species and threatened species." The Fish and Wildlife Act of 1956 provides that the Secretary shall "...take such steps as may be required for the development, advancement, management, conservation, and protection of fish and wildlife resources..." Finally, the Fish and Wildlife Coordination Act states that the Secretary is authorized "to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat..."

The authorization for any incidental take of the Indiana bat, as defined in section 9 of the ESA, and resulting from impacts that may be associated with the qualified project(s), as defined in section 4 of this MOA, is provided through the Service's incidental take statement and January 3, 2011 intra-Service biological opinion, which is incorporated herein by this reference. This biological opinion covers the Service's development of conservation agreements for the Indiana bat, which includes this MOA, that are based on implementation of the Indiana Bat Mitigation Guidance and provides incidental take of Indiana bats in the form of up to 2,500 acres of forested Indiana bat habitat per year through 2016.

Section 3: STATEMENT OF MUTUAL INTEREST

The mission of the Service is to work with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The Service's major responsibilities are for endangered species, threatened species, migratory birds, marine mammals, and freshwater and anadromous fish. The Service recognizes the ability and interest of City of Taylorsville and Spencer County to contribute to the conservation and recovery of the Indiana bat, and recognizes City of Taylorsville and Spencer County as a partner in the recovery and habitat conservation of the species. City of Taylorsville and Spencer County recognizes the Service's mission and its interest in developing partnerships to protect, restore, and manage important habitats on private and public lands for federal listed species. The Cooperators understand the collaboration for this MOA is voluntary.

Section 4: PROJECT DESCRIPTION

The proposed project will improve the drainage system within the Taylorsville city limits in Spencer County. Preliminary analysis of the project area indicates that the majority of repair work necessary will take place between Town Hill Road and KY 55. The following information was derived and calculated from the City of Taylorsville and Spencer County's agent, DLZ's August 29, 2012 correspondence and attachments.

The proposed project would result in the direct loss of 0.2 acres of forested habitat from one (1) Indiana bat habitat type as depicted in Table 1 below.

Table 1

Habitat Type	Forested Acreage Removed
Known Maternity Summer Habitat	0.2 acres

These Indiana bat habitat impacts are the impacts that are covered by this agreement and that were analyzed by the Service to assess the direct, indirect, and cumulative effects of the proposed project on Indiana bats.

Section 5: EFFECTIVE DATE AND TERMS OF AGREEMENT

This MOA is valid for the City of Taylorsville and Spencer County's consideration for 90 days from the date of the Service's signature below, shall be deemed effective on the last date signed below, and shall remain in effect until all terms of the agreement have been fulfilled, except as modified in Section 8 hereof.

As a project specific minimization measure, City of Taylorsville and Spencer County is committing to only remove habitat (i.e., tree clearing), within the identified work areas, between **August 16 – March 31** (unoccupied timeframe). This specific minimization measure addresses a specific adverse affect described in the Indiana Bat Mitigation Guidance (page 8, effect # 6) and is intended to further minimize the effect of take on maternal bats and their young. The Indiana Bat Conservation Fund contribution amount that is identified in section 6.4 of the MOA is based on the assumption that all tree removal associated with the project will be conducted during the unoccupied timeframe. If tree clearing must occur during the occupied timeframe (April 1 – August 15), then City of Taylorsville and Spencer County must notify the Service in advance of tree clearing during the occupied timeframe and the MOA must be amended to appropriately account for the types of adverse effects to Indiana bats that would occur as a result of tree clearing during the occupied timeframe. In addition, if additional forested areas not considered in Section 4 of this agreement are to be removed, then City of Taylorsville and Spencer County must coordinate with the Service to determine if additional modification of this agreement is necessary, and, if found necessary, City of Taylorsville and Spencer County will seek such modification.

Section 6: SPECIFIC OBLIGATIONS OF THE COOPERATORS

The City of Taylorsville and Spencer County and the Service agree to fulfill the following conditions to minimize the potential level of take of the Indiana bat, compensate for adverse effects on the Indiana bat that may result from construction of the project, and promote future conservation and recovery of the Indiana bat:

6.1 The Service will take the necessary steps to ensure that the project covered under this MOA meets federal requirements for compliance with the National Environmental Policy Act (NEPA) and ESA. If the City of Taylorsville and Spencer County has NEPA requirements beyond the scope of this MOA, the City of Taylorsville and Spencer County or other Federal action agency are responsible for those additional requirements.

With regard to the ESA, the Biological Opinion authorizes incidental take of Indiana bats associated with forested habitat removal. As such, paragraphs 6.3 and 6.4 are incorporated to ensure compliance with the Reasonable and Prudent Measures and Terms and Conditions of the biological opinion. The City of Taylorsville and Spencer County acknowledges that any divergence from these measures and conditions may result in a violation of Section 9 of the ESA.

6.2 The City of Taylorsville and Spencer County will take the necessary steps to ensure that the project covered under this MOA meets federal requirements for compliance with the National Historic Preservation Act (NHPA).

6.3 The project proposed by the City of Taylorsville and Spencer County, as described in Section 4, will result in the incidental take of Indiana bats in the form of habitat loss totaling not more than 0.2 acres of known Indiana bat maternity summer habitat. The City of Taylorsville and Spencer County may remove this habitat during the unoccupied time from (August 16 – March 31). As stated in Section 5, if tree clearing is

necessary during the occupied timeframe (April 1 – August 15), the City of Taylorsville and Spencer County must notify the Service so that the MOA and Indiana Bat Conservation Fund Contribution amount can be amended accordingly. Forested habitat associated with the proposed project, but not considered in this MOA, shall not be removed without further coordination with the Service.

6.4 The City of Taylorsville and Spencer County shall contribute \$915.00 to the Indiana Bat Conservation Fund (IBCF) administered by the Kentucky Natural Lands Trust (KNLT). This contribution is based on 0.2 acres of known Indiana bat maternity summer habitat using the process identified in the Indiana Bat Mitigation Guidance. Funds shall be provided to KNLT within thirty (30) days of the last signature to this MOA. The City of Taylorsville and Spencer County shall provide the Service with a copy of the check or transaction receipt within seven (7) business days of payment that shows the date and amount of the deposit.

In summary, this MOA provides recovery based conservation benefits for the Indiana bat in form of contributions to the IBCF which, in turn, will fund Indiana bat habitat protection, conservation, restoration and/or priority monitoring and research projects for the Indiana bat.

Section 7: COOPERATION

Both the Service and City of Taylorsville and Spencer County acknowledge that it is their desire to facilitate the processes set forth in this MOA by open communication and cooperation. Both parties agree to exercise their rights and obligations under this MOA in good faith. If at any time the City of Taylorsville and Spencer County has questions regarding this MOA or the Guidance, the Service agrees to make itself available for consultation in a timely fashion.

Section 8: MODIFICATION OR TERMINATION

Modifications to this MOA may be proposed by either party in writing and will become effective upon being reduced to a written instrument and being signed by duly authorized representatives of the Cooperators.

The City of Taylorsville and Spencer County or the Service may terminate this MOA at any time within or prior to thirty (30) days of the last signature to this MOA upon written notification from the other signatory party. Failure to fulfill the provisions, as specified, within paragraph 6.4 will result in automatic termination of this MOA.

Section 9: OTHER PROVISIONS

9.1 The Cooperators hereto agree that they shall be liable for the negligent or wrongful acts or omissions of their employees, agents, and assigns only to the extent liable under applicable law. Nothing in this MOA shall be interpreted or construed as constituting a waiver by any party of sovereign immunity or statutory limitation on liability.

9.2 Each provision of this MOA shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the MOA shall be

prohibited or invalid under application law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOA.

9.3 No provision of this MOA shall be interpreted as or constitute a commitment or requirement that either party take actions in contravention of applicable laws, either substantive or procedural.

9.4 Nothing in the MOA shall be interpreted as or constitute a commitment or requirement that the Service obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other law or regulation.

9.5 Third Parties Not to Benefit: This MOA does not grant rights or benefits of any nature to any party not named or identified in this MOA.

9.6 Merger: This MOA contains the sole and entire MOA of the parties. No oral representations of any nature form the basis of or may amend this MOA. This MOA may be extended, renewed, or amended only when agreed to in writing by the parties.

9.7 Waiver: Failure to enforce any provision of this agreement by either party shall not constitute waiver of that provision, nor a waiver of a claim for subsequent breach of the same type, nor a waiver of any other term of this agreement. The waiver of any provision must be express and evidenced in writing.

9.8 Assignment: No part of this agreement shall be assigned to any other party.

Section 10: NOTICES AND AUTHORIZED REPRESENTATIVES

Notices shall be made in writing to the persons at the addresses listed below and may be given by personal delivery, mail or by telecopy (FAX) to the duly authorized representatives listed below. If there are changes in a party's representative, each party shall notify the other party, in writing, within thirty (30) days of the change in their representative.

US Fish & Wildlife Service
Virgil Lee Andrews, Jr.
Field Office Supervisor
330 West Broadway,
Room 265
Frankfort, Kentucky 40601
502/695-0468 (telephone)

City of Taylorsville
Mayor Don Pay
70 Taylorsville Road
Taylorsville, KY 40071
502-477-3236 (telephone)

Spencer County
Mr. Bill Karrer
Judge Executive
12 West Main Street
Taylorsville, KY 40071
502-477-3205 (telephone)

Each party hereby indicates its acceptance of the terms of the MOA as outlined herein by its signature below. The parties hereto have executed this MOA as of the last written date below:

US DEPARTMENT OF THE
INTERIOR
FISH & WILDLIFE SERVICE
BY: [Signature]
TITLE: Field Supervisor
DATE: 8/3/12

CITY OF TAYLORSVILLE
BY: [Signature]
TITLE: Mayor
DATE: 9/6/2012

SPENCER COUNTY
BY: _____
TITLE: _____
DATE: _____

⌚ On the motion of Judge Executive Karrer, seconded by Esq. Judd, with all members of Court present voting "Aye", it is hereby ordered to enter into the Memorandum of Agreement for Indiana bat conservation.

6. Enforcement Code officer's salary.

The Occupational Tax Enforcement Officers salary was set at \$10.50 per hour. The Judge recommended increasing the Zoning Enforcement Officer's salary to \$11.00 per hour.

- ⌚ On the motion of Judge Executive Karrer, seconded by Esq. Judd, with all members of the Court present voting "Aye", it is hereby ordered to increase the Zoning Enforcement Officer's salary to \$11.00 per hour.

7 .Oktoberfest.

The Judge explained that in the past, Fiscal Court provided the Porta lets for the Oktoberfest. This comes out of a "special events" budget and will cost around \$900.00.

- ⌚ On the motion of Esq. Goodlett, seconded by Esq. Cheek, with all members of Court present voting "Aye", it is hereby ordered to approve the expenditure for Porta lets for Oktoberfest.

Esq. Judd reminded the Court that there will be no Veteran's Day Parade, but there was planning for a Memorial Service. Details will be forthcoming
It was also noted that there will be another Tire Amnesty on October 13th and 14th.

- ⌚ On the motion of Esq. Goodlett, seconded by Esq. Cheek, with all members of the Court present voting "Aye", it is hereby ordered to adjourn this meeting of the Spencer County Fiscal Court at 8:45 p.m.