



Anderson County Fiscal Court

Orbrey Gritton, County Judge/Executive
Charlie Cammack, Deputy Judge
Dudley Shryock, County Treasurer
137 Main Street
Lawrenceburg, KY 40342
502-839-3471

Magistrates

Rodney Durr
District 1

Mike Riley
District 2

Juretta Wells
District 3

Dean Durr
District 4

David Montgomery
District 5

Kenny Barnett
District 6

FISCAL COURT AGENDA

May 7, 2024

Meeting 10:00 a.m.

1. Call to Order and Roll Call
2. Invocation (District #4) & Pledge
3. Approval of Meeting Minutes for April 16, 2024
4. Visitors would you like to introduce yourself?
5. Department Head Reports
6. 2024-2025 Insurance Renewal – Bob Davis
7. 2nd Reading 2024-2025 Budget
8. 1st Reading Ordinance #2024-2 – ABC Regulatory Fees
9. 1st Reading Ordinance #2024-3 – W.G. Investments, LLC.
10. County Clerk
 - a. Ad Valorem
 - b. Delinquent Tax
 - c. Storage Fees
 - d. Reimbursement for tax bills
11. Approval of Bill List
12. Other Business
13. Adjourn

ANDERSON COUNTY FISCAL COURT

REGULAR MEETING

APRIL 16, 2024

7:00 P.M.

COUNTY JUDGE EXECUTIVE ORBREY GRITTON, III

COUNTY ATTORNEY ROBERT WIEDO

THE ANDERSON COUNTY FISCAL COURT MET ON APRIL 16, 2024, AT 7:00 P.M. JUDGE EXECUTIVE ORBREY GRITTON CALLED THE MEETING TO ORDER. THOSE ANSWERING ROLL CALL WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. JURETTA WELLS WAS ABSENT. JASON DENNY GAVE THE INVOCATION FOR DISTRICT 3.

APRIL 5, 2024 MEETING MINUTES

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DAVID MONTGOMERY TO APPROVE THE MEETING MINUTES FROM APRIL 5, 2024. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

VISITORS

ALAN EDMONDSON

CASEY SMITH

FRANCIS MCDONALD

DEPARTMENT HEAD REPORTS

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY RODNEY DURR TO APPROVE THE DEPARTMENT HEAD REPORTS AS GIVEN. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

Department Head Report
Anderson County Public Safety EMS/EM
4/16/24

- 4/11/24 – Major Womack, Paramedics Hiske, Perraut and Norris assisted with the National Registry Skills exam in Lexington at KCTCS. ACEMS EMT Mitch LeRocque had past his written and was successful with the skills test and will have his paramedic license this week.
- 4/15/24 – Director Powell and Admin. Specialist Hosp met with Jason Denny to start writing a grant request from KOHS.
- 4/16/24 – Director Powell attended an EMS meeting in Boyle County.
- 4/16/24 – Admin. Specialist Hosp met with Jason Denny to complete the grant request and submit it to the Eclearing House.

ROAD DEPT – GLENN HAWKINS

3/20/24 Worked on Alfred Rd fixing a erosion problem Ditched on Puncheon Creek Rd
Shouldered on Hammonds Creek Rd

3/21/24 Moved the excavator to the park to work on the football field Shouldered on Hammonds
Creek

3/22/24 Fixed a place where the creek washed the road out on Old Mount Eden Rd

3/25/24 Finished up Old Mount Eden Rd

3/26/24 Got a tree off of Baxter Ridge Rd Fixed a plank fence where a tree broke it on Jenny
Lillard Rd

3/27/24 Worked on extending the football field in the park

3/28/24 Worked on the football field in the park

3/29/24 Holiday

4/1/24 Fixed two school bus turn around's Cut out rusty metal from the bed of truck #14 to
repair holes in the bed

4/2/24 Got trees off the road from the storms worked on truck #14 fixing rust in the bed

4/3/24 Cleaned up trees from storm damage

4/4/24 Cleaned up trees from the storms

4/5/24 Cleaned up trees from the storms

4/8/24 Blacktopped over the culvert we put in on Puncheon Creek Rd We filled up the groundhog holes that went under the road with concrete Cleaned up trees from the storms

4/9/24 Cleaned up trees from the storms

4/10/24 worked on a dump truck bed fixing rust holes Cleaned up some trees from the storms

4/11/24 Cleaned up trees from the storm Cleaned out A culvert on Powell Taylor Rd

4/12/24 Cleaned out culverts on Beaver Lake Rd and Case Rd

4/15/24 Pothole patched on Lock Rd , Lanes Mill Rd , Hammonds Lane and McCormick Rd

4/16/24 Pothole patched on Boston Goodlett Rd , Glenview Subdivision and Ballard Rd



COMMONWEALTH OF KENTUCKY
TASHA HELLARD, ANDERSON COUNTY JAILER

151 South Main Street
Lawrenceburg, KY 40342
502-839-6040
Fax-502-839-9333

MARCH 2024 FISCAL COURT REPORT

There were 51 people arrested in March with 74 total charges. This is 18 more than last month with 19 more charges. We currently have 35 people in custody at Shelby County Detention Center. We also have juveniles in custody. We have juveniles and adults in various treatment centers around the state.

Total number of inmates on video arraignment for the month 26

Total number of inmates transported for Court 41

Total number of transports for the month 103

We used 229 gallons of fuel at a cost of \$725.49

Total inmate housing for the month from Shelby County \$38,010.00

Work release credit \$0.00

I collected \$474.66 from the state for transporting felony inmates.

AI's 2

DUI's 8

Felony Charges

Possession of controlled substance 1st degree 1

Arson 2nd degree 1

Arson 2nd degree (attempt) 1

Criminal Mischief 1st 1

Wanton Endangerment 1st 2

Strangulation 2nd degree 2

Probation Violation 2

Individual Charges

Operating on suspended/revoked license 1st 4

Operating on DUI suspended license 1st 1

Failure to surrender revoked license	1
Theft by unlawful taking w/1,000	1
Theft by unlawful taking shoplifting	1
Terroristic Threatening 3 rd	1
Assault 4 th degree dating violence (no visible injury)	2
Assault 4 th degree (minor injury)	3
Violation of EPO/DVO	2
Resisting arrest	1
Operating motor vehicle under influence 2 nd	5
Open container of alcohol in a motor vehicle	1
Possession of drug paraphernalia	2
Possession of marijuana	2
Failure of owner to maintain required insurance	1
Failure of non-owner to maintain required insurance	1
No Motorcycle/operator's license	1
Failure to notify address change to Department of Transportation	1
Failure to give right of way stopped emergency vehicle	2
Leaving scene of accident-failure to render aid or assistance	1

Traffic

* No registration plates	1
*No registration receipt	3
*Display of illegal/altered registration plate	1
*Rim or frame obscuring lettering	1
*Failure to wear seatbelt	1
*Careless driving	2
*Reckless driving	1
*Failure to produce insurance card	3
*No rear-view mirror	1

*No brake lights	1
*Speeding over limit	3
*Improper equipment	2

NOTE: Some of these charges would have only been an issuance of a citation if there had not been a more serious charge in the same incident.

These arrests were made by Lawrenceburg City Police, Anderson County Sheriff's Department, Kentucky State Police, and probation and parole who patrol our county regularly.



COMMONWEALTH OF KENTUCKY
TASHA HELLARD, ANDERSON COUNTY JAILER

151 South Main Street
Lawrenceburg, KY 40342
502-839-6040
Fax-502-839-9333

ANDERSON COUNTY JAIL FUEL LOGS

Date: 4-1-24

Year and Make of Vehicle: 03 Ford | 12 Chevy | 19 Ford
Ending Mileage for the Month: 390402 | 366119 | 103850
Beginning Mileage for the Month: 390302 | 364564 | 101686
Miles driven for the Month: 100 | 1,555 | 2,164

Date:	Gallons/Costs	Mileage
1. <u>3-4-24</u>	<u>12 \$38.00</u>	<u>101863</u>
2. <u>3-5-24</u>	<u>16 \$47.00</u>	<u>364774</u>
3. <u>3-6-24</u>	<u>15 \$45.00</u>	<u>102134</u>
4. <u>3-8-24</u>	<u>19 \$61.19</u>	<u>365074</u>
5. <u>3-10-24</u>	<u>13 \$38.02</u>	<u>102351</u>
6. <u>3-12-24</u>	<u>15 \$46.00</u>	<u>102632</u>
7. <u>3-12-24</u>	<u>19 \$69.00</u>	<u>390321</u>
8. <u>3-15-24</u>	<u>19 \$56.73</u>	<u>365380</u>
9. <u>3-16-24</u>	<u>16 \$49.00</u>	<u>102882</u>
10. <u>3-19-24</u>	<u>16 \$48.00</u>	<u>103154</u>
11. <u>3-19-24</u>	<u>11 \$37.00</u>	<u>103353</u>
12. <u>3-24-24</u>	<u>16 \$56.00</u>	<u>365620</u>
13. <u>3-27-24</u>	<u>19 \$61.00</u>	<u>103665</u>
14. <u>3-28-24</u>	<u>23 \$73.55</u>	<u>365981</u>

Total fuel
229

Total Costs
\$725.49

COUNTY CLERK – JASON DENNY



JASON DENNY
ANDERSON COUNTY CLERK
100 SOUTH MAIN STREET
LAWRENCEBURG, KY 40342
PHONE: 502-839-3041 FAX: 502-839-3043

Fiscal Court Department Head Report
April 16, 2024

Our office is in receipt of the remaining 2023 property tax bills from the Sheriff's Department. The current collection rate is at 99%. There are 202 tax bills left for a combined total of \$187,692.21.

With the help of EMS Director Bart Powell and Jeannie Hosp, the Clerk's office has applied for a federal Homeland Security grant through DLG in the amount of \$17,745.71. Jason will be asking for the Court to vote on a resolution and allow the Judge to sign.

BUDGET COMMITTEE MEETING MINUTES - MARCH 28, 2024

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY MIKE RILEY TO APPROVE THE BUDGET COMMITTEE MEETING MINUTES FROM MARCH 28, 2024. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

ANDERSON COUNTY FISCAL COURT
SPECIAL COMMITTEE MEETING

DATE: 3-28-24

COMMITTEE NAME: Finance Comm.

THOSE PRESENT: Judge Grifton, Rodney Durr, Mike Riley

SUBJECT: Budget proposal

ACTION TAKEN: none

Submitted By: Mike Riley

INSURANCE COMMITTEE MEETING MINUTES – APRIL 10, 2024

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY MIKE RILEY TO APPROVE THE INSURANCE COMMITTEE MEETING MINUTES FROM APRIL 10, 2024. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

ANDERSON COUNTY FISCAL COURT
SPECIAL COMMITTEE MEETING

DATE: 4-10-24

COMMITTEE NAME: Insurance

THOSE
PRESENT: Bob Davis, Cheryl Searcy, Judge,
Rodney Durr, John Ingram, Sue Johnson, Jason
Denny, Brandi

SUBJECT: Health Insurance Renewal

ACTION
TAKEN: No Action Taken

Submitted By: CSearcy

2024 STANDING COMMITTEES

A MOTION WAS MADE BY DAVID MONTGOMERY, SECONDED BY DEAN DURR TO APPROVE THE STANDING COMMITTEES FOR 2024. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

STANDING COMMITTEES

2024

AMENDED April 16, 2024

BUDGET/FINANCE	RODNEY DURR, CHAIRMAN MIKE RILEY
ANIMAL CONTROL	JURETTA WELLS, CHAIRMAN DEAN DURR
PUBLIC SAFETY	JURETTA WELLS, CHAIRMAN KENNY BARNETT
TRANSPORTATION	DAVID MONTGOMERY, CHAIRMAN KENNY BARNETT
PARK	MIKE RILEY, CHAIRMAN DAVID MONTGOMERY
SOLID WASTE	RODNEY DURR, CHAIRMAN DEAN DURR
INSURANCE	Cheryl Searcy – Judge’s Office Jason Denny – County Clerk’s Office Brandi Cook – Sheriff’s Office Susan Johnson – EMS Rodney Durr – Magistrate Jerry Waldrige – Road Department Cortney Hellard – County Attorney’s Office

RURAL SECONDARY PROJECTS

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY MIKE RILEY TO APPROVE THE RECOMMENDED RURAL SECONDARY PROJECTS. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.



Department of Highways • District 7 Office
 800 Newtown Court • Building 2
 P.O. Box 11127 • Lexington, KY 40512
 P: 859.246.2355 • F: 859.246.2354
 transportation.ky.gov/DistrictSeven



**FY 2025
 RURAL SECONDARY PROGRAM**

003 – ANDERSON COUNTY

County Judge/Executive: **Orbrey Gritton** 60.353 RS Miles

	FY 2023	FY 2024	FY 2025
FLEX Percentage (Maintenance Rating-based beginning FY14)	20%	20%	15%
RS/CR Bituminous Resurfacing FLEX Funds	\$158,004	\$167,759	\$128,642
Balance for RS Projects	\$285,651	\$503,210	\$346,164
Total RS + FLEX Project Funds (PROJECTED)	\$443,735	\$670,969	\$472,806

FY23 Authorized RS Projects [TC10#16024-0 | 15797-0 FlexOnRS:N | Completed:Awarde

KY 1291 (FAIRVIEW RD): 5.273; BMP 0.000 (KY 53); EMP 5.273 (KY 62)	\$606,439 5.273 mi \$115,008 /mi
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FY24 APPROVED RS Projects [TC10#PENDING | FlexOnRS:N | Completed:PENDING]

KY 248 (TAYLORSVILLE RD): 3.718mi; BMP 0.000 (Spencer-Anderson CL); EMP 3.718 (0.11 mi W of New Liberty Rd)	\$505,000
KY 512 (ALTON STATION RD): 2.209mi; BMP 3.077 (Benson Creek Rd); EMP 5.286 (KY1875).	5.927 mi \$85,203 /mi

FY25 Recommended RS Projects [TOTAL: 3.077 mi \$283,700]

KY 512 (Alton Station Rd): 3.077mi; BMP 0.000 (KY 395); EMP 3.077 (Benson Creek Rd) [Last Resurfaced: 2001; Width: 18'; ADT: 144]	\$283,700
[NOTE: R=Yr Last Resurfaced; W=Width(Lanes+Shoulders); ADT=Avg Daily Traffic; C=Surface Condition]	

FY25 Recommended RS Projects using FLEX Funds [TOTAL: 2.726 mi \$251,400]

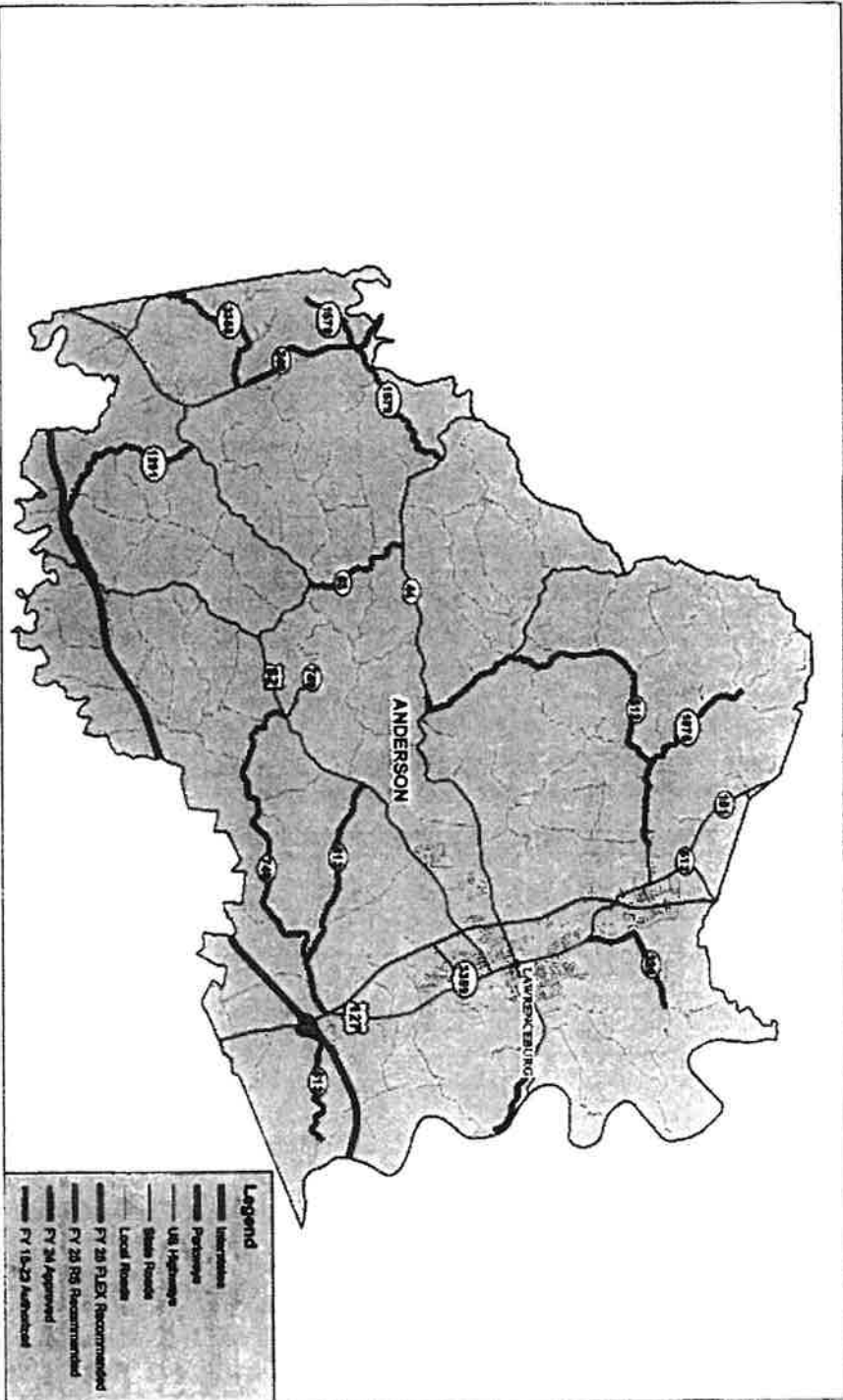
KY 749 (Bonds Mill Rd): 1.685mi; BMP 1.238 (US 62); EMP 2.923 (Goshen Rd) [Last Resurfaced: 1995/2015; Width: 16'-18'; ADT: 211]	\$155,400
KY 53 (Bruner Rd): 1.041mi; BMP 7.493 (Dennis Rd); EMP 8.534 (KY 44) [Last Resurfaced: 2001; Width: 18'; ADT: 132]	\$96,000

DECISION: Use RS/CR Bituminous Resurfacing Flex Funds on District RS Recommendations? YES / NO

Orbrey Gritton
 County Judge/Executive Signature of Fiscal Court Approval

4-16-24
 Date

Anderson County FY 2025



FLEX ROAD FUNDS

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DAVID MONTGOMERY TO USE FLEX ROAD FUNDS ON ANDERSON COUNTY ROADS. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

ORDINANCE 2024-1 – SECOND READING

A MOTION WAS MADE BY DEAN DURR, SECONDED BY DAVID MONTGOMERY TO APPROVE THE SECOND READING OF ORDINANCE 2024-1. VOTING YES WERE MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. RODNEY DURR VOTED NO. MOTION PASSED 5-1.

**AN ORDINANCE RELATING TO THE AMENDMENT OF THE
ANDERSON COUNTY ZONING MAP
ORDINANCE NO. 2024-1**

Be it ordained by the Anderson Fiscal Court, Commonwealth of Kentucky

SECTION I

The Anderson Fiscal Court has considered the record before the Lawrenceburg/Anderson County, Kentucky Joint Planning Commission in its Docket No. 24-001 including the record of the public hearing held by the Planning Commission on February 13, 2024 and the actions and recommendation of the Planning Commission and its staff as set out in the minutes of its February 13, 2024 meeting. The Anderson Fiscal Court concurs in and adopts the reasons and findings of the Planning Commission for said zoning change and approves and accepts the recommendations of the Commission in this matter as set out in its minutes

SECTION II

More specifically, the Anderson Fiscal Court concurs in the findings of the Planning Commission and adopts said findings as its own to wit:

The proposed zone map amendment is in conformance with the Comprehensive Plan and meets the current need of affordable single family residential housing.

SECTION III

Therefore the Zoning Map of Anderson County, Kentucky is hereby amended as it affects the property described here in from A-1 (Agricultural District) to R-2A (two-Family Residential District restricted to single family dwellings). The property so rezoned, owned by Alan Edmondson, 1187 Versailles Road, Lawrenceburg, KY 40342 is located at 1359 Harrodsburg Road, Lawrenceburg, KY 40342 and containing 18.044 acres

This Ordinance shall be effective from and after its passage, approval and attestation and publication as required by law.

GIVEN FIRST READING ON THE 19th day of March, 2024

PUBLISHED in the Anderson News on the 4th day of April, 2024

GIVEN SECOND READING, PASSED, ADOPTED AND APPROVED by the Fiscal Court of Anderson County, Kentucky, upon motion of Magistrate Dean Durr, seconded by Magistrate David Montgomery, at a duly convened meeting thereof held on the 16th day of April, 2024 with yea and nay votes as follows

GIVEN FINAL PUBLICATION in the Anderson News on the 25th day of April, 2024

Rodney Durr	<u>NO</u>
Mike Riley	<u>yes</u>
Jurretta Wells	<u>absent</u>
Dean Durr	<u>yes</u>
David Montgomery	<u>yes</u>
Kenny Barnett	<u>yes</u>
Orbrey Gritton	<u>yes</u>

Orbrey Gritton
ORBREY GRITTON
ANDERSON COUNTY JUDGE/EXECUTIVE

ATTEST: Jason Denny
JASON DENNY
ANDERSON COUNTY CLERK

BID FOR PICKLEBALL COURTS – GUARDIAN CONSTRUCTION

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY DEAN DURR TO ACKNOWLEDGE RECEIPT OF, BUT NOT AWARD THE BID FROM GUARDIAN CONSTRUCTION IN THE AMOUNT OF \$476,369.79 FOR PICKLEBALL COURTS. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

Anderson Co. Fiscal Court

Tennis and Pickleball Court

1024 County Park Rd

Guardian Fence and Construction





Jamie Egli
Owner/Manager
Guardian Fence and Construction, LLC
jamie.egli@guardian-co.com | 502.542.0820
www.Guardian-co.com

4/4/2024

Subject: Anderson Co. Park, Tennis Court Fence

Dear Anderson Co Fiscal Court,

Guardian Construction is pleased to offer the following proposal

Anderson Co Park, Lawrenceburg, KY

- To construct four tennis/pickleball courts built to the specs provided to us and a copy of those specs are attached to this document
- The county will perform the site work and installation of the first 3" of DGA
- Tennis technology will install the top 3" of DGA and laser grade DGA is provided by the county

Total Cost: **\$476,369.79**

Printed Name _____

Signature _____

Date: _____

Sincerely,

Guardian Fence and Construction, LLC

Jamie Egli

Jamie Egli
jamie.egli@guardian-co.com
502.542.0820

Bid specifications.

Handwritten notes:
1. Pickleball / Tennis Court Fence
2. 704 - 10' Chain Link 1 1/4" mesh

Pickleball / Tennis Court Fence

- Install 704 feet of 10-foot Chain link 1 1/4 mesh
- 4 - 4x7 Single Gates with 3-foot transom
- 1 - 5/8-inch SS40 Top and Bottom Rail
- 2 - 1/2-inch SS40 Line Post
- 3-inch SS40 End, Corner and Gate Post

All posts are set 3 feet deep in concrete with 12-inch round holes

Surface four (4) tennis courts/pickleball

Clean surface and remove any bumps and irregularities.

Install two (2) acrylic resurfacer coatings at a rate of .08 gallons per square yard. The

Acrylic resurfacer will be filled with 60 mesh sand at a rate of 15 lbs. per gallon.

Install two (2) color coatings at a rate of .05 gallons per square yard. Color coatings will be mixed with 90 mesh sand at a rate of 7.5 lbs. per square yard per coat.

Install the playing lines to USTA specifications for tennis and pickleball.

Install and furnish net post footers, net post nets and center anchors.

Blacktop & Gravel

2 inches of base blacktop hauled and laid.

1 1/2 inches of surface blacktop hauled and laid.

Total area is 120' x 240'

Lighting

Pole in Air Installation of Lighting (12 Fixtures) and Lighting Poles(4)

32 Foot Candle LED design

Four (4) 50 foot MH Prestressed, octagonal, concrete poles
EPA of 8 115 MPH per ASCE 7-10 risk category II

TAX APPEALS BOARD APPOINTMENT – DUDLEY SHRYOCK

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY MIKE RILEY TO APPOINT DUDLEY SHRYOCK TO A THREE-YEAR TERM ON THE TAX APPEALS BOARD. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

SHERIFF'S REPORT

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY MIKE RILEY TO APPROVE THE SHERIFF'S REPORT. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.



ANDERSON COUNTY SHERIFF'S OFFICE


Sheriff Joe Milam
208 South Main Street
Lawrenceburg, Kentucky 40342

April 9, 2024

The affiant, Joe Milam, Sheriff of Anderson County, Kentucky reports the following sums as the full amount collected by him as Sheriff of Anderson County from March 1, 2024 through March 31, 2024:

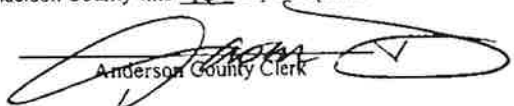
Waiting on Fee Claim \$12,239.35

State	12,867.91	Commission	578.05
County	36,078.62	Commission	1,608.59
School	183,372.94	Commission	5,696.49
Library	20,919.57	Commission	932.72
Health	9,095.51	Commission	405.53
Fire	18,689.25	Commission	190.16
Extension	4,244.53	Commission	189.25
School Int	\$28.13		
S.O. Int	\$36.32		
Refunds	\$1,421.28		
S.O. Fees	\$11,707.89		
Business License Collections	\$607.00		
County	\$424.90		
S.O.	\$182.10		


Anderson County Judge/Executive

State of Kentucky
County of Anderson

I, Jason Denny, Clerk of Anderson County, certify the foregoing report of Joe Milam, Sheriff of Anderson County was the 11th day of April, 2024 produced in open court, examined and approved by the Judge and filed and ordered to be recorded which is done with this certificate in my office.
Witness my hand as Clerk of Anderson County this 11th day of April, 2024.


Anderson County Clerk

BILLS LIST AND ADDENDUM B

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY DEAN DURR TO APPROVE THE BILLS LIST AND ADDENDUM B. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**Anderson County Fiscal Court
Bill List
April 16, 2024**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<u>911 Billing Services & Consultants</u>			
911 Billing Services & Consultants	P.O. # 61854	5305 EMS Debt Collection Fees	10,422.06
Total 911 Billing Services & Consultants			10,422.06
<u>Ace Hardware</u>			
Ace Hardware	P.O. # Various	5504 Park Supplies and Equip.	82.55
Ace Hardware	P.O. # Various	5504 Park Supplies and Equip.	36.56
Ace Hardware	P.O. # Various	5504 Park Supplies and Equip.	46.89
Ace Hardware	P.O. # Various	5504 Park Supplies and Equip.	15.98
Ace Hardware	P.O. # Various	5504 Park Supplies and Equip.	79.98
Ace Hardware	P.O. # Various	5617 Road Parts	111.95
Ace Hardware	P.O. # Various	5504 Park Supplies and Equip.	83.49
Ace Hardware	P.O. # Various	5504 Park Supplies and Equip.	32.95
Ace Hardware	P.O. # Various	5504 Park Supplies and Equip.	20.57
Total Ace Hardware			510.92
<u>Advanced Auto</u>			
Advanced Auto	P.O. # Various	5434 Animal Shelter Supplies	6.64
Advanced Auto	P.O. # Various	5309 EMS Vehicle Maint. & Re...	99.43
Total Advanced Auto			106.07
<u>Airgas</u>			
Airgas	P.O. # 61858	5201 Medical Supplies - Dispos	380.06
Total Airgas			380.06
<u>Amazon Capital Services</u>			
Amazon Capital Services	P.O. # 61859	5309 EMS Vehicle Maint. & Re...	1,096.45
Amazon Capital Services	P.O. # 61908	5310 EMS Bldg. Maint. & Repair	23.98
Total Amazon Capital Services			1,120.43
<u>American Heart Association</u>			
American Heart Association	P.O. # 61857	5206 AHA Supplies	775.00
Total American Heart Association			775.00
<u>Anderson County Sheriff</u>			
Anderson County Sheriff	P.O. # 61896	5907 Prisoner Transport - Sheriff	242.09
Total Anderson County Sheriff			242.09
<u>Anderson County Tire</u>			
Anderson County Tire	P.O. # Various	5617 Road Parts	1,283.19
Anderson County Tire	P.O. # Various	5623 Road Tires	199.20
Anderson County Tire	P.O. # 61791	5453 Solid Waste Supplies & E	449.09
Total Anderson County Tire			1,931.48
<u>Animal Clinic</u>			
Animal Clinic	P.O. # 61861	5432 Veterinarian Charges	348.97
Total Animal Clinic			348.97
<u>AutoZone</u>			
AutoZone	P.O. # Various	5504 Park Supplies and Equip.	5.87
AutoZone	P.O. # Various	5504 Park Supplies and Equip.	45.59
Total AutoZone			51.46
<u>AWG</u>			
AWG	P.O. # 61885	5614 Road Garage Supplies	493.86
Total AWG			493.86

Anderson County Fiscal Court
Bill List
 April 16, 2024

Source Name	Memo	Account	Paid Amount
<u>Bates Security</u>			
Bates Security	P.O.# 61887	5602 Road Bldg. Maintenance	75.50
Total Bates Security			75.50
<u>Bluegrass Integrated Communications</u>			
Bluegrass Integrated Communications	P.O.# 61864	5123 Election Prntng & Advert...	29.15
Total Bluegrass Integrated Communications			29.15
<u>Bound Tree Medical</u>			
Bound Tree Medical	P.O.# 61909	5201 Medical Supplies - Dispos.	822.46
Total Bound Tree Medical			822.46
<u>Cardmember Service</u>			
Cardmember Service	P.O.# Various	4400 Jail Oper. Allotment	74.19
Cardmember Service	P.O.# Various	5252 EM Program	329.89
Cardmember Service	P.O.# Various	5308 EMS Computer Maint. & ...	63.60
Cardmember Service	P.O.# Various	5042 Coroner Expenses	1,007.39
Cardmember Service	P.O.# Various	5617 Road Parts	234.88
Cardmember Service	P.O.# Various	5504 Park Supplies and Equip...	6.00
Cardmember Service	P.O.# Various	5315 Recertification/Relicensure	32.00
Cardmember Service	P.O.# Various	5434 Animal Shelter Supplies	35.96
Cardmember Service	P.O.# Various	5434 Animal Shelter Supplies	159.99
Cardmember Service	P.O.# Various	5308 EMS Computer Maint. & ...	57.83
Cardmember Service	P.O.# Various	5315 Recertification/Relicensure	89.00
Cardmember Service	P.O.# Various	5201 Medical Supplies - Dispos...	66.00
Cardmember Service	P.O.# Various	5146 Office Supplies	1,257.29
Cardmember Service	P.O.# Various	5310 EMS Bldg. Maint. & Repair	97.22
Cardmember Service	P.O.# Various	5434 Animal Shelter Supplies	0.99
Cardmember Service	P.O.# Various	5434 Animal Shelter Supplies	18.88
Cardmember Service	P.O.# Various	5004 Training	184.46
Cardmember Service	P.O.# Various	5617 Road Parts	1.77
Cardmember Service	P.O.# Various	5201 Medical Supplies - Dispos...	148.44
Cardmember Service	P.O.# Various	5310 EMS Bldg. Maint. & Repair	104.04
Total Cardmember Service			3,969.82
<u>Central Equipment</u>			
Central Equipment	P.O.# Various	5504 Park Supplies and Equip...	47.94
Central Equipment	P.O.# Various	5617 Road Parts	86.08
Total Central Equipment			134.02
<u>Cintas</u>			
Cintas	P.O.# 61898	5614 Road Garage Supplies	183.50
Total Cintas			183.50
<u>City of Lawrenceburg</u>			
City of Lawrenceburg	P.O.# 61881	5136 Code Enforcement/Bldg I.	10,376.86
City of Lawrenceburg	P.O.# 61905	5498 Park Ground Maintenance	7,500.00
Total City of Lawrenceburg			17,876.86
<u>Countryside Industries LLC</u>			
Countryside Industries LLC	P.O.# 61878	5451 Solid Waste Carcass Re...	3,500.00
Total Countryside Industries LLC			3,500.00
<u>Dadisman Builders</u>			
Dadisman Builders	P.O.# 61873	5499 Park Building's Maint.	10,312.00
Total Dadisman Builders			10,312.00

**Anderson County Fiscal Court
Bill List
April 16, 2024**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<u>Defense Pest Control</u>			
Defense Pest Control	P.O.# 61867	5142 - County Building Pest Con...	70.00
Defense Pest Control	P.O.# 61867	5142 - County Building Pest Con...	65.00
Defense Pest Control	P.O.# 61867	5499 - Park Building's Maint.	110.00
Defense Pest Control	P.O.# 61867	5310 - EMS Bldg. Maint. & Repair	65.00
Defense Pest Control	P.O.# 61867	5433 - Animal Shelter Maintenan...	60.00
Defense Pest Control	P.O.# 61867	5433 - Animal Shelter Maintenan...	60.00
Total Defense Pest Control			430.00
<u>Edmondson Plumbing</u>			
Edmondson Plumbing	P.O.# Various	5504 - Park Supplies and Equip	262.22
Edmondson Plumbing	P.O.# Various	5434 - Animal Shelter Supplies	101.82
Total Edmondson Plumbing			364.04
<u>Enterprise Fleet Management</u>			
Enterprise Fleet Management	P.O.# 61904	5446 - Animal Shelter Vehicle Le...	2,567.31
Total Enterprise Fleet Management			2,567.31
<u>Freedom Tactical</u>			
Freedom Tactical	P.O.# 61912	5316 - EMS Uniforms	1,070.28
Total Freedom Tactical			1,070.28
<u>G & J Pepsi Cola</u>			
G & J Pepsi Cola	P.O.# 61865	5502 - Park Concessions	724.30
Total G & J Pepsi Cola			724.30
<u>Global Supply & Floor Equipment</u>			
Global Supply & Floor Equipment	P.O.# 61888	5161 - Custodial Supplies - Cour...	435.94
Total Global Supply & Floor Equipment			435.94
<u>Heidelberg Materials Midwest Agg, Inc</u>			
Heidelberg Materials Midwest Agg, Inc	P.O.# 61824	5613 - Chip Seal Maintenance (S...	1,036.01
Heidelberg Materials Midwest Agg, Inc	P.O.# 61836	5613 - Chip Seal Maintenance (S...	109.95
Heidelberg Materials Midwest Agg, Inc	P.O.# 61839	5613 - Chip Seal Maintenance (S...	202.67
Total Heidelberg Materials Midwest Agg, Inc			1,348.63
<u>John Deere Financial</u>			
John Deere Financial	P.O.# 61868	5077 - Propane	1,041.13
Total John Deere Financial			1,041.13
<u>KMCA</u>			
KMCA	P.O.# 61884	5007 - KCJEA Membership	1,997.07
Total KMCA			1,997.07
<u>Life Assist</u>			
Life Assist	P.O.# 61913	5201 - Medical Supplies - Dispos...	4,822.23
Total Life Assist			4,822.23
<u>O'Reilly Auto Parts</u>			
O'Reilly Auto Parts	P.O.# 61835	5617 - Road Parts	249.93
Total O'Reilly Auto Parts			249.93
<u>Pioneer News</u>			
Pioneer News	P.O.# 61886	5051 - Legal Advertising	542.36
Total Pioneer News			542.36

Anderson County Fiscal Court
Bill List
 April 16, 2024

Source Name	Memo	Account	Paid Amount
<u>S & S Tire</u>			
S & S Tire	P O # 61915	5309 EMS Vehicle Maint & Re	3,384.00
Total S & S Tire			3,384.00
<u>Shelby County Detention Center</u>			
Shelby County Detention Center	P O # 61895	5902 - Contracts with other Coun.	38,010.00
Total Shelby County Detention Center			38,010.00
<u>Southern Petroleum</u>			
Southern Petroleum	P.O.# 61914	5312 - EMS Fuel	2,659.18
Total Southern Petroleum			2,659.18
<u>Suzanne Rogers, Ph. D</u>			
Suzanne Rogers, Ph. D	P.O.# 61840	5160 Attorney Fees	700.00
Suzanne Rogers, Ph. D	P.O.# 61903	5160 Attorney Fees	350.00
Total Suzanne Rogers, Ph. D			1,050.00
<u>Tech Monster PC Repair</u>			
Tech Monster PC Repair	P.O.# 61856	5308 EMS Computer Maint. &	369.00
Total Tech Monster PC Repair			369.00
<u>Toshiba Financial Services</u>			
Toshiba Financial Services	P.O.# 61890	5919 Jail Copier Maint. Agreem	230.57
Total Toshiba Financial Services			230.57
<u>Tractor Supply</u>			
Tractor Supply	P.O. 61823	5620 Road Signs & Posts	54.97
Total Tractor Supply			54.97
TOTAL			114,636.65

Anderson County Fiscal Court
Bill List-Addendum B
 April 18, 2024

Source Name	Memo	Account	Paid Amount
<u>Johnson Controls Fire Protection</u>			
Johnson Controls Fire Protection	P O # 61925	5154 Electric - Annex	2,318.00
Total Johnson Controls Fire Protection			2,318.00
<u>Power Plan</u>			
Power Plan	P O # 61812	5817 Road Parts	109.37
Total Power Plan			109.37
TOTAL			2,427.37

BILLS LIST ADDENDUM A

A MOTION WAS MADE BY DEAN DURR, SECONDED BY MIKE RILEY TO APPROVE THE BILLS LIST ADDENDUM A FOR MARY & MARTHA'S. VOTING YES WERE RODNEY DURR, MIKE RILEY, DEAN DURR, AND KENNY BARNETT. ORBREY GRITTON AND DAVID MONTGOMERY RECUSED. MOTION PASSED 4 YES – 2 RECUSE.

**Anderson County Fiscal Court
Bill List-Addendum A
April 17, 2024**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<u>Mary and Martha's Cleaning Service</u>			
Mary and Martha's Cleaning Service	P. O. # 61897	5140 - Courthouse Contract Cl.	1,985.00
Total Mary and Martha's Cleaning Service			1,985.00
TOTAL			1,985.00

ELECTION BACKUP & SECURITY GRANT – RESOLUTION

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DEAN DURR TO APPROVE THE RESOLUTION FOR THE HOMELAND SECURITY GRANT FOR ELECTION BACK UP AND SECURITY. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

*Sample Resolution for application for and administration of
Kentucky Office of Homeland Security Project(s)*

RESOLUTION _____

County of Anderson

A RESOLUTION OF THE COUNTY OF ANDERSON, KENTUCKY AUTHORIZING THE JUDGE/EXECUTIVE TO MAKE APPLICATION FOR AND, UPON APPROVAL, TO ENTER INTO AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS), TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS RESOLUTION ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY-2024 APPLICATION CYCLE.

WHEREAS, ANDERSON County, Kentucky desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by Kentucky Office of Homeland Security:

WHEREAS, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the county:

NOW, THEREFORE, be it resolved this 16th day of April 2024, by Anderson County, Kentucky.

The Judge/Executive is hereby authorized to execute and furnish all required documentation, including a memorandum of agreement, as may be required by KOHS for the furtherance of the above-referenced project and to act as the authorized correspondent for said project.

For the purpose of any KOHS funded projects using FY-2024 funds the county will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$39,999 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$40,000 the provisions of KRS 45A will apply

Done this 16th day of April, 2024 on a Motion made by Kenny Barnett and seconded by Rodney Durr.

Members present voting in Favor Rodney Durr, Mike Riley, OrbreY Gritton, Dean Durr, David Montgomery, and Kenny Barnett.

Members Present voting against: None

BY:


Judge/Executive

ATTEST:


Clerk

FEBRUARY 2024 INTEREST FROM 2023 GENERAL ACCOUNT

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY DAVID MONTGOMERY TO ACCEPT A CHECK FROM THE COUNTY CLERK IN THE AMOUNT OF \$79.72 FOR FEBRUARY 2024 INTEREST DEPOSITED INTO THE 2023 GENERAL ACCOUNT. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

MARCH 2024 INTEREST FROM 2023 GENERAL ACCOUNT

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DAVID MONTGOMERY TO ACCEPT A CHECK FROM THE COUNTY CLERK IN THE AMOUNT OF \$85.30 FOR MARCH 2024 INTEREST DEPOSITED INTO THE 2023 GENERAL ACCOUNT. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

STATE BROADBAND GRANT CONTRIBUTION AGREEMENTS – SPECTRUM

A MOTION WAS MADE BY DAVID MONTGOMERY, SECONDED BY DEAN DURR TO APPROVE AND ALLOW THE JUDGE TO SIGN APPLICATIONS B AND C FOR THE BROADBAND AGREEMENT WITH SPECTRUM. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**STATE BROADBAND GRANT
CONTRIBUTION AGREEMENT**

This State Broadband Grant Contribution Agreement is entered into by and between the County of Anderson, Kentucky (hereinafter referred to as the "County") and Spectrum Mid-America, LLC by its Manager, Charter Communications, Inc. (hereinafter referred to as "Charter") on April 16, 2024 ("Effective Date").

RECITALS

A. On October 25, 2021, Charter submitted the second of three applications in the County, together with all relevant attachments ("Application B"), for the Kentucky Broadband Deployment Fund Program (the "Program"), to the Kentucky Infrastructure Authority (the "KIA").

B. Charter sought and received permission to include County's name and pledged matching funding amount (the "Contribution") in the Application as a means to gain additional points in Charter's bid to receive an award of state funding;

C. Charter provided documentation in the Application of County's Contribution in the amount of two million seven hundred fifty thousand dollars (\$2,750,000.00), eight hundred fifty thousand (\$850,000) to be attributed to Application B, for the purposes of offsetting eligible costs and securing an award of state funding from the KIA;

D. Charter's Application B was accepted and funding was awarded in the KIA's order (the "Order"), dated June 20, 2022, and the KIA thereafter duly executed a Grant Agreement, dated _____ (the "Grant Agreement") for Anderson County, KY;

E. The KIA's Order incorporates County's Contribution into the Opinion for the award of grant funding;

F. The Grant Agreement incorporates County's Contribution into the Project Budget at Attachment C;

G. County asserts that it has the requisite funding and authority to enter into and carry out its obligations under the Order, the Grant Agreement, and this Agreement with Charter;

H. Subject to and following award of the grant and Charter's acceptance of same, Charter and County shall enter into this Agreement that shall include such additional terms and conditions that are necessary to effectuate the financial requirements contained therein; and

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, Charter and the County further agree as follows:

1) NETWORK CONSTRUCTION Charter shall construct and activate wireline broadband service to 634 locations in Anderson County, identified in the Grant Agreement with KIA. Exhibit A. Scope of Work (the "Broadband Project"). pursuant to the Order and this Agreement.

2) CONTRIBUTION. County shall provide Charter with a one-time Contribution of eight hundred fifty thousand dollars (\$850,000.00) as part of the necessary funding to construct and activate the Broadband Project; subject to the payment schedule, terms and conditions provided in Exhibit A. Charter shall not be obligated to construct the Broadband Project without this pledged Contribution from the County.

3) TERM. This Agreement shall automatically expire thirty (30) days after Charter receives the Contribution from the County. No provision of this Agreement shall survive the termination of this Agreement unless expressly stated herein.

4) ENTIRE AGREEMENT. This Agreement, and any attachments hereto, embodies the entire understanding and agreement of the County and Charter with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

5) COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. In its operations under this Agreement, County and Charter shall comply with all applicable tribal, state and federal laws.

6) NOTICE. Any notice required under this Agreement shall be provided via US Mail and Email to the following addresses:

CHARTER:

Charter Communications, Inc.
Attn: Benjamin U'Sellis, Government Affairs
4701 Commerce Crossings Dr.
Louisville, KY 40229

Charter Communications
RVP, Field Operations
4701 Commerce Crossings Dr.
Louisville, KY 40229

COUNTY:

Anderson County, Kentucky
County Judge Executive
137 South Main Street
Lawrenceburg, KY 40342

17) SEVERABILITY. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

18) MODIFICATION. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and Charter, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

IN WITNESS WHEREOF, this Broadband Infrastructure Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

FOR COUNTY:

By: Orbrey Gritton
Name: Orbrey Gritton
Title: Judge Executive
Date: 4-16-24

FOR SPECTRUM MID-AMERICA, LLC BY: CHARTER COMMUNICATIONS, INC., ITS MANAGER:

By: _____
Name: _____
Title: [INSERT TITLE: AVP OR RVP, FIELD OPERATIONS]
Date: _____

**Exhibit A
Funding**

County shall be obligated to pay a total of eight hundred fifty thousand dollars (\$850,000.00) per the Milestone Payment Schedule below.

MILESTONE PAYMENT SCHEDULE		
Milestone	Percentage (%)	Amount
Within fifteen (15) business days from the date of Written Notice by Charter of Activation of the Project Area	100%	\$850,000.00
Total County Payment	100%	\$850,000.00

The term "Activation" as used herein is defined as the capability of an address to receive broadband service from the Resulting Network.

The Parties acknowledge that Charter's cost estimates are preliminary in nature, and are subject to revision based on archeological findings or other factors identified during final engineering, including but not limited to changes in route or construction materials or techniques, and/or changes to the Scope of Work in the Grant Agreement. The Parties further agree to promptly meet and discuss in good faith appropriate modifications to this Exhibit A upon the request of either Party.

PAYMENT INSTRUCTIONS

To transfer funds:
Bank Address for ACH
US Bank
7th and Washington
St. Louis, MO 63101

Account Title: Charter Communications Operations LLC
Account Number: 152319781067
Routing Number: 081000210
SWIFT: USBKUS44STL

To send a check, mail to:
Attn: Sundry Billing, Grants
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

**STATE BROADBAND GRANT
CONTRIBUTION AGREEMENT**

This State Broadband Grant Contribution Agreement is entered into by and between the County of Anderson, Kentucky (hereinafter referred to as the "County") and Spectrum Mid-America, LLC by its Manager, Charter Communications, Inc. (hereinafter referred to as "Charter") on April 16, 2024 ("Effective Date").

RECITALS

A. On October 25, 2021, Charter submitted the third of three applications in the County, together with all relevant attachments ("Application C"), for the Kentucky Broadband Deployment Fund Program (the "Program"), to the Kentucky Infrastructure Authority (the "KIA").

B. Charter sought and received permission to include County's name and pledged matching funding amount (the "Contribution") in the Application as a means to gain additional points in Charter's bid to receive an award of state funding:

C. Charter provided documentation in the Application of County's Contribution in the amount of two million seven hundred fifty thousand dollars (\$2,750,000.00), seven hundred fifty thousand (\$750,000) to be attributed to Application C, for the purposes of offsetting eligible costs and securing an award of state funding from the KIA:

D. Charter's Application C was accepted and funding was awarded in the KIA's order (the "Order"), dated June 20, 2022, and the KIA thereafter duly executed a Grant Agreement, dated _____ (the "Grant Agreement") for Anderson County, KY:

E. The KIA's Order incorporates County's Contribution into the Opinion for the award of grant funding:

F. The Grant Agreement incorporates County's Contribution into the Project Budget at Attachment C:

G. County asserts that it has the requisite funding and authority to enter into and carry out its obligations under the Order, the Grant Agreement, and this Agreement with Charter:

H. Subject to and following award of the grant and Charter's acceptance of same, Charter and County shall enter into this Agreement that shall include such additional terms and conditions that are necessary to effectuate the financial requirements contained therein; and

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, Charter and the County further agree as follows:

1) NETWORK CONSTRUCTION. Charter shall construct and activate wireline broadband service to 682 locations in Anderson County, identified in the Grant Agreement with KIA, Exhibit A. Scope of Work (the "Broadband Project"), pursuant to the Order and this Agreement.

2) CONTRIBUTION. County shall provide Charter with a one-time Contribution of seven hundred fifty thousand dollars (\$750,000.00) as part of the necessary funding to construct and activate the Broadband Project; subject to the payment schedule, terms and conditions provided in Exhibit A. Charter shall not be obligated to construct the Broadband Project without this pledged Contribution from the County.

3) TERM. This Agreement shall automatically expire thirty (30) days after Charter receives the Contribution from the County. No provision of this Agreement shall survive the termination of this Agreement unless expressly stated herein.

4) ENTIRE AGREEMENT. This Agreement, and any attachments hereto, embodies the entire understanding and agreement of the County and Charter with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

5) COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. In its operations under this Agreement, County and Charter shall comply with all applicable tribal, state and federal laws.

6) NOTICE. Any notice required under this Agreement shall be provided via US Mail and Email to the following addresses:

CHARTER.

Charter Communications, Inc.
Attn: Benjamin U'Sellis, Government Affairs
4701 Commerce Crossings Dr.
Louisville, KY 40229

Charter Communications
RVP, Field Operations
4701 Commerce Crossings Dr.
Louisville, KY 40229

COUNTY:

Anderson County, Kentucky
County Judge Executive
137 South Main Street
Lawrenceburg, KY 40342

17) SEVERABILITY. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

18) MODIFICATION. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and Charter, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

IN WITNESS WHEREOF, this Broadband Infrastructure Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

FOR COUNTY

By: Og 20
Name: Orbrey G. Hov
Title: Judge Executive
Date: 4-16-24

FOR SPECTRUM MID-AMERICA, LLC BY: CHARTER COMMUNICATIONS, INC., ITS MANAGER:

By: _____
Name: _____
Title: _____
[INSERT TITLE: AVP OR RVP, FIELD OPERATIONS]
Date: _____

**Exhibit A
Funding**

County shall be obligated to pay a total of seven hundred fifty thousand dollars (\$750,000.00) per the Milestone Payment Schedule below.

MILESTONE PAYMENT SCHEDULE		
Milestone	Percentage (%)	Amount
Within fifteen (15) business days from the date of Written Notice by Charter of Activation of the Project Area	100%	\$750,000.00
Total County Payment	100%	\$750,000.00

The term "Activation" as used herein is defined as the capability of an address to receive broadband service from the Resulting Network.

The Parties acknowledge that Charter's cost estimates are preliminary in nature, and are subject to revision based on archeological findings or other factors identified during final engineering, including but not limited to changes in route or construction materials or techniques, and/or changes to the Scope of Work in the Grant Agreement. The Parties further agree to promptly meet and discuss in good faith appropriate modifications to this Exhibit A upon the request of either Party.

PAYMENT INSTRUCTIONS

To transfer funds:
Bank Address for ACH
US Bank
7th and Washington
St. Louis, MO 63101

Account Title: Charter Communications Operations LLC
Account Number: 152319781067
Routing Number: 081000210
SWIFT: USBKUS44STL

To send a check, mail to:
Attn: Sundry Billing, Grants
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

SPECTRUM FRANCHISE AGREEMENT

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY DEAN DURR TO APPROVE AND ALLOW THE JUDGE TO SIGN THE FRANCHISE AGREEMENT WITH SPECTRUM. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6 0.

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between Anderson County, Kentucky, hereinafter referred to as the "Grantor" and Spectrum Mid-America, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

Definition of Terms

Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

"Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.

"Council" shall mean the governing body of the Grantor.

"Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

"Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

"Commonwealth" shall mean the Commonwealth of Kentucky.

"Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

"FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

"Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.

"Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.

"Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.

"Service Area" shall mean the area described in subsection 6.1 hereof.

"Standard Installation" shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system Grantee's existing distribution system.

"Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

"Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

Grant of Franchise

Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or Commonwealth law.

Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding

the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract

Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

Franchise Renewal

Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

Indemnification and Insurance

Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

Insurance

The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

Service Obligations

No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

Service Availability

Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such

annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

Construction and Technical Standards

Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

Conditions on Street Occupancy

General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the

event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable. Grantee shall be similarly reimbursed.

Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall

be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

Emergency Use Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

Service and Rates

Customer Service The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time. Grantee shall continue to provide a variety of customer service options, including at least one opportunity for Subscribers to pay bills or exchange equipment in the City without charge. By way of example, "in the City" in this context may include mail delivery of new equipment to a Subscriber's home along with a "drop ship" packaging from a local shipping store such as FedEx or UPS for returning the old equipment. Grantee shall also contract with one or more third party agents in the City that are capable of receiving payments from Subscribers.

Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

Franchise Fee

Franchise Fee If at any time Kentucky law is changed, either by legislation or by judicial decision, to allow Grantor to collect franchise fees, Grantor may provide written notice to Grantee of its intent to begin collecting franchise fees under this section. The franchise fee shall be in an amount equal to five percent (5%) of Grantee's annual Gross Revenues. The first payment period for the franchise fee to be paid under this section shall commence ninety (90)

days after Grantee's receipt of Grantor's written notice, but no sooner than ninety (90) days after the effective date of such change in law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

Gross Revenues. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and the FCC user fee; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

Payment Schedule. Franchise fee payments due Grantor under this section shall be calculated on an annual basis. Grantee agrees to pay franchise fees to Grantor on a quarterly basis, within forty-five (45) days of the close of each calendar quarter.

Pass Through. Grantee may pass franchise fees through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

Transfer of Franchise

Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

Records

Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance

purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by Commonwealth and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

Enforcement or Revocation

Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

Enforcement. Subject to applicable federal and Commonwealth law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

Commence an action at law for monetary damages or seek other equitable relief; or

In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

Revocation

Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

Miscellaneous Provisions

Compliance with Laws. Grantor and Grantee shall conform to all applicable Commonwealth and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical

difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other Commonwealth or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, Commonwealth or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to Commonwealth or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

Notices. Unless otherwise provided by federal, Commonwealth or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: County Judge Executive
137 South Main Street
Lawrenceburg, Kentucky 40342
Email

Grantee: Carla Sandusky
Director, Government Affairs
5026 S. Hwy. 27
Somerset, Kentucky 42501
Email:

Charter Communications

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

No Third Party Beneficiaries. Nothing in this franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this 16 day of April, 2024.

ANDERSON COUNTY, KENTUCKY

Signature: Og [Signature]

Name/Title: Orbrey Gr. [Signature] / Jwys Executive

Accepted this ___ day of _____, 2024, subject to applicable federal and Commonwealth law.

SPECTRUM MID-AMERICA, LLC
By: **Charter Communications, Inc., its Manager**

Signature: _____

Name/Title _____

STANDING ORDER

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY MIKE RILEY TO APPROVE THE STANDING ORDER. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

ADJOURN

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY RODNEY DURR TO ADJOURN. VOTING YES WERE RODNEY DURR, MIKE RILEY, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

HONORABLE ORBREY GRITTON
ANDERSON COUNTY JUDGE EXECUTIVE

ANDERSON COUNTY FISCAL COURT
137 SOUTH MAIN STREET
LAWRENCEBURG, KENTUCKY 40342
(502)-839-3471

ORDINANCE # 2024-62

AN ORDINANCE AMENDING
THE ANDERSON COUNTY CODE,
ORDINANCE NUMBER 2007-01

WHEREAS, The Anderson County Fiscal Court desires to amend the Anderson County Code, Ordinance 2007-01 – “Chapter 111: Alcoholic Beverages” in order to promote further economic growth, development, and tourism within the county by making specific provisions relating to the licensing for manufacture, distribution and sale of alcoholic beverages and for the collection of regulatory fees related thereto in a manner which is consistent with the provisions established in the Kentucky Revised Statutes now in effect and as may be hereafter amended by the Kentucky General Assembly.

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT, COUNTY OF ANDERSON, COMMONWEALTH OF KENTUCKY, THAT THE ANDERSON COUNTY ADMINISTRATIVE CODE, ORDINANCE #2007-01 IS HEREBY AMENDED AS FOLLOWS:

SECTION ONE

- (A.) CHAPTER 111: ALCOHOLIC BEVERAGES – §111.01 through §111.99 are, pursuant to §10.17 of the Anderson County Code of Ordinances, hereby **REPEALED**.

SECTION TWO

- (A.) CHAPTER 111: ALCOHOLIC BEVERAGES – §111.01 through §111.99 are, pursuant to §10.17 of the Anderson County Code of Ordinances, hereby **REVISED, AMENDED, and ENACTED AS FOLLOWS:**

§ 111.01 PURPOSE.

It is the purpose of this chapter to promote economic growth, development, and tourism within the county by provisions for the manufacture, distribution and sale of alcoholic beverages in a manner which is consistent with the provisions established in the Kentucky Revised Statutes now in effect and as may be hereafter amended by the Kentucky General Assembly. (Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___-___-2024.)

§ 111.02 ALCOHOLIC BEVERAGE CONTROL LAWS.

The provisions of the state alcoholic beverage control laws contained in KRS Chapters 241, 242, 243, and 244 pertaining to licenses and regulations of the State Alcoholic Beverage Control Board, including definitions contained therein, as well as amendments and supplements thereto, are hereby adopted, except as otherwise lawfully provided herein. (Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___-___-2024.)

§ 111.03 COUNTY ALCOHOLIC BEVERAGE CONTROL ADMINISTRATOR.

(A) The County Alcoholic Beverage Control Administrator (the "County ABC Administrator") shall be appointed by the County Judge/Executive with the consent of a majority of the members of the Fiscal Court, and may be removed by the County Judge/Executive with or without cause. No conflict of interest shall be deemed to arise if the individual appointed as County ABC Administrator is also employed by the county in some other capacity.

(B) The salary for County ABC Administrator, if any, shall be fixed from time to time by the Fiscal Court.

(C) The County ABC Administrator shall have full police powers of a peace officer and his/her jurisdiction shall be coextensive with the boundaries of the county.

(D) The County ABC Administrator is authorized to examine and inspect, at any reasonable time, all books and records required to be maintained by licensees under KRS 244.150. The licensee shall submit to the County ABC Administrator a copy of all reports which the licensee is required or elects to submit to or file with the State Alcoholic Beverage Control Board.

(E)(1) The functions of the County ABC Administrator shall be the same with respect to county licenses and regulations as the functions of the State ABC Board with respect to state licenses and regulations, except that no regulation adopted by a county administrator may be less stringent than the statutes relating to alcoholic beverage control or than the regulations of the board.

(E)(2) The County ABC Administrator, on his/her own initiative or on complaint of any person, may institute proceedings to suspend or revoke any license issued under this chapter. The County ABC Administrator may suspend a license for any cause for which the State ABC Board is authorized to exercise its discretion as to revoking a license. (Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___-___-2024.)

§ 111.04 LICENSE.

(A) Any person, business, or entity meeting the criteria set forth in KRS 243.100 and seeking to engage in the production, manufacture, sale, trafficking, transfer, delivery, or provision of alcoholic beverages within Anderson County, shall obtain and maintain such license as is

provided for herein and which is appropriate for the specific business practices of such individual or entity.

(1) Restaurants or dining facilities shall be eligible for the license for which provision is made herein if they comply with all of the requirements: such restaurants or dining facilities shall by records sufficient to establish to the County ABC Administrator that it derives a minimum of 51% of its gross revenue from the sale of food for consumption on the premises and has a minimum seating capacity of 100 person at tables. The County ABC Administrator shall review all records which the applicant restaurant or dining facility must submit as past of its application for a license, and the County ABC Administrator shall determine if said restaurant or dining facility meets the criteria contained herein.

(2) Hotels, motels, or inns shall be eligible for the license which provision is made herein if they comply with all of the following requirements: such hotel, motel, or inn must demonstrate to the County ABC Administrator that it contains not less than 50 sleeping units and has dining facilities for not less than 100 persons at tables. The County ABC Administrator shall personally inspect the premises and thereafter determine that, in fact, the applicant hotel, motel, or inn has the requisite number of sleeping units and dining facilities.

(3) Nothing contained herein shall be in any way interpreted or construed to allow for the sale of alcoholic beverages by the drink for consumption on the premises in connection with any business in which a part of the commercial transaction consists of selling, at retail, staple groceries, or which is used solely as an entertainment facility and does not meet the criteria of a restaurant or dining facility set out hereinabove.

(B) The County licenses established hereby, as authorized by KRS 243.070 and all other applicable statues, as amended, shall bear a fee as set forth below. In the event that KRS 243.070 or other applicable statutes are in the future amended to authorize additional licenses which may be issued by the County, such licenses shall be incorporated herein and the fee for such license shall be the maximum fee allowed by the statute as amended. (Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___-___-2024.)

§ 111.05 LICENSE APPLICATION, FORM OF LICENSE AND POSTING.

(A) All persons, businesses or entities meeting the criteria set forth in KRS 243.100 and who are required to seek a County ABC License shall submit a completed copy of the State ABC application to the County ABC Administrator.

(B) Applicants for a license under this chapter shall pay the license fee of \$600 per fiscal year (July 1 through June 30), unless otherwise specified in the applicable KRS 243.060. Any license issued after July 1 of any year shall be assessed a fee which is based on the pro rata portion of the remainder of the annual license period. However, the cost of any license shall not be less than \$300, unless otherwise specified in KRS 243.060.

(C) The applicant for a county license for which provision is made herein shall tender with its application a consent document which shall state:

“The undersigned applicant hereby grants its irrevocable consent to the County ABC Administrator, or his duly appointed designee, to come upon and inspect and search the licensed premises at any reasonable time.”

(D) Pursuant to KRS 243.670, the license fee for every license authorized in this chapter shall be payable by the person who makes application for the license and to whom it is issued, and no other person shall pay for any license issued under those sections.

(E) Pursuant to KRS 243.620, before commencing or doing any business for the time for which a license has been issued, all licenses issued under this Chapter shall be posted and at all times displayed in a conspicuous place in the room or principal room where the business is carried on, so that all persons visiting the place may readily see the license. No licensee shall post the license or permit it to be posted, upon premises other than the licensed premises or upon premises where traffic in alcoholic beverages is being carried on by any person other than the licensee, or knowingly deface, destroy, or alter the license in any respect.

(F) The renewal by the County Administrator of the certificate or permit of any alcoholic beverage license shall not be construed to waive or condone any violation that occurred prior to the renewal and shall not prevent subsequent proceedings against the licensee.

(Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___ - ___-2024.)

§ 111.06 APPROVAL OF APPLICATION.

Within thirty (30) days of the date of the application for an original county license for which provision is made herein and fifteen (15) days of the date of any application for renewal of such license, the County ABC Administrator shall, by mail or personal delivery, notify the applicant, in writing, of either the approval or the disapproval thereof or whether a hearing in regard thereto shall be held.

(Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___ - ___-2024.)

§ 111.07 DENIAL OF APPLICATION.

(A) Pursuant to KRS 243.450, a license authorized to be issued herein shall be denied if:

(1) If the applicant or the premises for which the license is sought does not comply fully with all alcoholic beverage control statutes and the administrative regulations of the State ABC Board.

(2) If the applicant has not obtained approval from the local ABC Administrator for a county or county license required at the proposed premises;

(3) If the applicant has done any act for which a revocation of license would be authorized; or

(4) If the applicant has made any false material statement in his application.

(B) A license may be denied by the County ABC Administrator for any reason which the Administrator, in the exercise of his or her sound discretion, deems sufficient. Among those factors that the Administrator shall consider in the exercise of his or her discretion are: public sentiment in the area; number of licensed outlets in the area; potential for future growth; type of area involved; type of transportation available; and financial potential of the area.

(Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___-___-2024.)

§ 111.08 HEARINGS.

Should a request for a hearing be made regarding the refusal to issue or renew a license or for the suspension or revocation of a license, and if the County ABC Administrator elects to hold such hearing, said hearing is to be held in a manner consistent with KRS Chapter 13B and pursuant to the general practice procedures found in the Kentucky Rules of Civil Procedure and the following shall apply:

(A) Definitions. All words are used as defined in the alcoholic beverage control law of Kentucky (KRS Chapters 241, 242, 243, and 244), unless otherwise specified.

(B) Appearances. Any applicant or licensee may appear and be heard in person, or by duly appointed attorney, and may produce under oath evidence relative and material to matters before the Board.

(C) Briefs. Briefs may be filed at the request of the County ABC Administrator, or at the option of the applicant or licensee.

(D) Notice.

(1) The hearing shall be conducted as soon as practicable and notice of the hearing shall be given to the parties not less than twenty (20) days in advance of the date set for the hearing, unless otherwise required by law. The County ABC Administrator shall make reasonable effort to schedule a hearing on a date that is convenient to the parties involved.

(2) The notice required by subsection (1) of this section shall be served on the requesting party by certified mail, return receipt requested, sent to the last known address of the party, or by personal service. Service by certified mail shall be complete upon the date on which the agency receives the return receipt or the returned notice.

(3) The notice required by this section shall be in plain language and shall include:

(a) A statement of the date, time, place, and nature of the hearing;

(b) The name, official title, and mailing address of the County ABC Administrator;

(c) The names, official titles, mailing addresses, and, if available, telephone numbers of all parties to the hearing, including the counsel or representative of the agency;

(d) A statement of the factual basis for the refusal to issue or renew, along with a statement of issues involved, in sufficient detail to give the parties reasonable opportunity to prepare evidence and argument;

(e) A reference to the specific statutes and administrative regulations which relate to the issues involved and the procedure to be followed in the hearing;

(f) A statement advising the person of his right to legal counsel;

(g) A statement of the parties' right to examine, at least five (5) days prior to the hearing, a list of witnesses the parties expect to call at the hearing, any evidence to be used at the hearing and any exculpatory information in the agency's possession; and

(h) A statement advising that any party who fails to attend or participate as required at any stage of the hearing process may be held in default under this chapter.

(4) If the County ABC Administrator decides not to conduct a hearing in response to a request, the Administrator shall notify the requesting party of his or her decision in writing, with a brief statement of the Administrator's reasons and of any judicial or other review which may be available to the requesting party.

(E) Rules of Evidence. The rules of evidence governing civil proceedings in courts of the Commonwealth of Kentucky shall govern hearings before the County ABC Administrator; provided, however, that the hearing officer may relax such rules in any case where, in his judgment, the ends of justice will be better served by so doing.

(F) Subpoenas. The County ABC Administrator shall have subpoena power for such hearings and shall at the request of the applicant made with names and addresses of those desired issue with subpoenas.

(G) Transcripts. Upon request and at the costs of the applicant or licensee the hearing may be transcribed.

(H) Decisions. All decisions shall be written and based upon evidence developed at the hearing.

(Ord. 2007-01, passed 3-7-2007; Ord. 2024-____, passed ____-____-2024.)

§ 111.09 EXPIRATION DATE OF LICENSE; RENEWAL.

(A) License Expiration: A license issued pursuant to this chapter shall expire in the month of June in the year next following the year in which the license was issued, unless an extended period is specifically authorized herein. Licenses of all durations shall expire on the last day of June.

(B) Application for the renewal of a license shall be submitted no later than thirty (30) days before expiration thereof and shall be made pursuant to Section 111.09. A renewal license

shall be issued only upon a showing the criteria therefor has been met, the filing and approval of a renewal application, and the payment of the license fee as set forth in Section 111.05 herein.

(1) Pursuant to KRS 243.090, all licenses issued by the County ABC Administrator, except those licenses listed below in subsection (2) of this section, shall be valid for a period of no more than a year.

(2) The following licenses shall be valid for the period of time stated in this subsection or elsewhere in this chapter.

(a) Special event licenses.

(b) Temporary licenses.

(c) All alcoholic beverage producers, wholesalers, or distributors may obtain or renew their licenses for either a one (1) year term or a two (2) year term.

(C) The renewal of the license issued pursuant to this chapter shall not be construed to be a waiver or acceptance of any violation which occurred prior to such renewal and shall not prevent subsequent proceedings against the licensee.

(Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___ - ___-2024.)

§ 111.10 REGULATORY FEE.

(A) Pursuant to KRS 243.075, there is hereby imposed a regulatory fee on the gross receipts of sale of alcoholic beverages of each business in the county. As of the time of adoption of this ordinance, the regulatory fee shall be five percent (5%) of gross sales of all alcoholic beverages of each establishment licensed in the county to sell alcoholic beverages.

(B) The Fiscal Court shall adopt at the beginning of each budget period for each fiscal year, such annual rate for the regulatory fee as shall be reasonably estimated to ensure full reimbursement to the County for the cost of any additional policing, regulatory, or administrative expense related to the sale of alcoholic beverages in the County. Should the County fail to address the regulatory fee in any budget, then the regulatory fee shall remain at the level at which it was last fixed until such time as the Fiscal Court shall adjust the fee.

(C) The regulatory fee established hereby shall become continuously effective July 1, 2024, and shall apply thereafter to each establishment licensed in the county to sell alcoholic beverages.

(D) Payment of the regulatory fee shall, based upon tax returns approved for use by the County ABC Administrator, be submitted to the Anderson County Sheriff's Office on a quarterly basis, no later than the 30th day of the month next following the end of each quarter.

a. First Quarter: July, August, September- Return due no later than October 30th

b. Second Quarter: October, November, December- Return due no later than January 30th

c. Third Quarter: January, February, March- Return due no later than April 30th

d. Fourth Quarter: April, May, June- Return due no later than July 30th

(E) (1) A penalty, payable by the licensed establishment shall be assessed for failure to either file a return or to deliver all collected fees as required herein. Said penalty shall be the greater of fifty dollars (\$50) per month for each month of non-compliance, or an amount equal to five percent (5%) of the regulatory fee due for each month or months for which a return was not filed or the regulatory fee was not collected and/or delivered.

(E)(2) Failure by any establishment licensed in the county to sell alcoholic beverages to either collect the regulatory fee, or to deliver the completed return and fees to the county within ten (10) days of the due date shall additionally constitute a violation of the county ABC regulations and shall subject the licensee to possible license suspension or revocation.

(F) The regulatory fee shall be in addition to any other fees or licenses permitted by law, but a credit against the fee shall be allowed in an amount equal to any licenses or fee imposed by the county pursuant to KRS 243.060 and KRS 243.070.

(Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___ - ___ -2024.)

§ 111.11 SUNDAY SALES OF DISTILLED SPIRITS, WINE AND MALT BEVERAGES

All state licensed Kentucky Small Farm Wineries and Distillers in the county may sell distilled spirits and wine by the drink and by the package on Sunday between the hours of 12:30 p.m/ and 1:30 a.m. and shall be subject to the same license requirements and fees otherwise contained in this chapter. All state licensed Small Farm Wineries and Distillers may also sell malt beverages by the drink on Sunday between the hours of 12:20 p.m. and 1:30 a.m. and shall also be subject to the same license application requirements and fees otherwise contained in this chapter.

(Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___ - ___ -2024.)

§ 111.99 PENALTY.

The sale of alcoholic beverages by establishments within the county not in conformity with this chapter shall constitute a violation, punishable by a fine of up to five hundred dollars (\$500) for each offense, to be prosecuted as all other municipal ordinance violations are prosecuted. Each day of each violation shall constitute a separate offense.

(Ord. 2007-01, passed 3-7-2007; Ord. 2024-___, passed ___ - ___ -2024.)

SECTION THREE

This ordinance shall be in full force and effect from and after its passage, approval, attestation, and publication as required by law.

GIVEN FIRST READING on the _____ DAY OF _____ 20____.

PUBLISHED in The Anderson News on the _____ DAY OF _____
20____.

GIVEN SECOND READING, PASSED, ADOPTED, AND APPROVED by the Fiscal Court of Anderson County, Kentucky, upon Motion of Magistrate _____, seconded by Magistrate _____ at a duly convened meeting thereof held on the _____ day of _____ 20____ with yea and nay votes as follows:

Rodney Durr _____

Mike Riley _____

Juretta Wells _____

Dean Durr _____

David Montgomery _____

Kenny Barnett _____

Orbrey Gritton _____

ORBREY GRITTON
ANDERSON COUNTY JUDGE EXECUTIVE

ATTEST:

DEPUTY COUNTY CLERK

**AN ORDINANCE RELATING TO THE AMENDMENT OF THE
ANDERSON COUNTY ZONING MAP
ORDINANCE NO. 2024-3**

Be it ordained by the Anderson Fiscal Court, Commonwealth of Kentucky:

SECTION I

The Anderson Fiscal Court has considered the record before the Lawrenceburg/Anderson County, Kentucky Joint Planning Commission in its Docket No. 24-003 including the record of the public hearing held by the Planning Commission on March 12, 2024 and the actions and recommendation of the Planning Commission and its staff as set out in the minutes of its March 12, 2024 meeting. The Anderson Fiscal Court concurs in and adopts the reasons and findings of the Planning Commission for said zoning change and approves and accepts the recommendations of the Commission in this matter as set out in its minutes.

SECTION II

More specifically, the Anderson Fiscal Court concurs in the findings of the Planning Commission and adopts said findings as its own to wit:

There have been substantial economic and social changes that were not anticipated at the adoption of the Comprehensive Plan that have occurred in the bourbon industry in this immediate area of the county.

SECTION III

Therefore the Zoning Map of Anderson County, Kentucky is hereby amended as it affects the property described here in from A-1 (Agricultural District) to I-2 (Heavy Industrial District) with a conditional use permit for distillation. The property so rezoned, owned by W.G. Investments, LLC, 5155 Financial Way, Mason, Ohio 45040 is located on the southeast corner of the intersection of Gill Street and Industry Road, Lawrenceburg, Kentucky is more fully described as follows:

SAID TRACT OF LAND LYING AND BEING IN ANDERSON COUNTY, KENTUCKY ON THE EAST SIDE OF INDUSTRY ROAD, BEING A PORTION OF THE W.G. INVESTMENTS PROPERTY (DB. 312, PG. 059), PARCEL ID #56-31 & #56-33, AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN, CAP ID #3432, ON THE EAST RIGHT-OF-WAY OF INDUSTRY ROAD, SAID POINT BEING A NORTHEASTERN CORNER TO THE YKK USA, INC. PROPERTY (DB. 104, PG. 654; PLAT CABINET "F", SLIDE 1) AND A SOUTHEASTERN TO THE W.G. INVESTMENTS PROPERTY (DB.

312, PG. 059), THENCE CONTINUING N86°56'50"E 469.31' TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG A LINE THROUGH THE LAND OF W.G. INVESTMENTS PROPERTY (DB. 312, PG. 059), SAID LINE BEING THE BOUNDARY OF EXISTING ZONE I-2 AS OT APPEARS ON ANDERSON COUNTY ZONING MAP

N24°17'30"E	345.85'	TO AN IRON PIN FOUND, 1/2" REBAR (NO ID CAP), THENCE
N69°49'02"E	837.26'	TO AN IRON PIN FOUND, 1/2" REBAR (NO ID CAP), SAID PIN BEING THE SOUTHEASTERN CORNER OF THE HILLTOP MANOR SUBDIVISION, THENCE
N64°33'57"E	51.83'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE
N06°13'55"W	117.03'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE
N06°13'55"W	21.30'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE
N06°13'55"W	258.70'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE
N06°13'55"W	24.56'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE
N06°13'55"W	144.41'	TO AN IRON PIN FOUND, 1/2" REBAR (NO ID CAP), SAID PIN BEING THE NORTHEASTERN CORNER OF THE HILLTOP MANOR SUBDIVISION AND IN THE SOUTHERN LINE OF THE WILLIAM DEAN O'NAN PROPERTY (DB. 229, PG. 582), THENCE LEAVING THE LINE OF W.G. INVESTMENTS, HILLTOP MANOR SUBDIVISION, AND CONTINUING WITH THE LINE OF O'NAN
N67°20'36"E	34.21'	TO AN IRON PIN SET WITH CAP ID #3432 AT THE BEGINNING OF A STONE FENCE, SAID PIN BEING SOUTHWESTERN CORNER OF THE WILLIAM DEAN O'NAN PROPERTY (DB. 266, PG. 092), THENCE LEAVING THE LINE OF O'NAN (DB. 229, PG. 582) AND CONTINUING WITH THE LINE OF O'NAN (DB. 266, PG. 092)
N64°48'40"E	262.54'	TO AN IRON PIN SET WITH CAP ID #3432 AT THE END OF A STONE FENCE, THENCE
N25°17'49"W	497.21'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE
N25°17'49"W	485.36'	TO AN IRON PIN SET WITH CAP ID #3432, SAID PIN BEING A SOUTHWESTERN CORNER OF THE BLUEGRASS ENERGY COOP CORP. PROPERTY (DB. 179, PG. 494), THENCE LEAVING THE LINE OF O'NAN AND CONTINUING WITH THE LINE OF BLUEGRASS ENERGY
N64°48'47"E	132.70'	TO AN IRON PIN SET WITH CAP ID #3432, SAID PIN BEING A NORTHWESTERN CORNER OF THE EDWIN RAMOS PROPERTY (DB. 305, PG. 516), THENCE LEAVING THE LINE OF BLUEGRASS ENERGY AND CONTINUING WITH THE LINE OF RAMOS
S52°02'11"E	307.12'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE
S54°12'50"E	811.32'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE
N64°55'28"E	364.06'	TO AN IRON PIN FOUND WITH CAP ID #3432, SAID PIN BEING A SOUTHWESTERN CORNER OF THE WILLIAM L. & CRYSTAL E. PATRICK PROPERTY (DB. 298, PG. 234; DB. 294, PG. 619), THENCE LEAVING THE LINE OF RAMOS AND CONTINUING WITH THE LINE OF PATRICK
N65°05'06"E	608.16'	TO AN IRON PIN FOUND, 1/2" REBAR (NO ID CAP), SAID PIN BEING IN THE LINE OF THE CHARLES L. & LOIS SCOTT PROPERTY (DB. 229, PG. 582), THENCE LEAVING THE PATRICK AND CONTINUING WITH THE LINE OF SCOTT
S43°37'10"E	154.02'	TO AN IRON PIN SET WITH CAP ID #3432, SAID PIN BEING

A CORNER OF A PROPERTY WITH THE PVA PARCEL ID #56-36B, NO DEED OR OWNER FOUND ON RECORD, THENCE LEAVING THE LINE OF SCOTT AND CONTINUING WITH THE LINE OF PARCEL ID#56-36B

S39°13'04"W	8.95'	TO AN IRON PIN SET WITH CAP ID #3432 AT THE BEGINNING OF A STONE FENCE, THENCE CONTINUING WITH SAID STONE FENCE FOR FIVE (5) CALL:
S19°46'14"E S19°01'00"E	368.69' 646.53'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO AN IRON PIN SET WITH CAP ID #3432, SAID BEING IN THE LINE OF CARL D. & ETHEL HICKS (DB. 232, PG. 242), THENCE CONTINUING WITH THE LINE OF HICKS
S19°38'32"E S08°43'26"W S27°06'59"E	458.34' 26.84' 77.33'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO AN IRON PIN SET WITH CAP ID #3432, SAID PIN BEING IN THE LINE OF THE YOUNG'S HIGH BRIDGE HISTORICAL SOCIETY, LLC. (DB. 238, PG. 430), FORMERLY THE SOUTHERN RAILROAD RIGHT-OF-WAY, THENCE LEAVING THE LINE OF HICKS AND CONTINUING WITH THE LINE OF THE HISTORICAL SOCIETY AND CONTINUING WEST A DISTANCE OF 368.43' ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 894.39', A DELTA ANGLE OF 23°36'08", AND A CHORD BEARING AND DISTANCE OF
S67°42'13"W S55°45'27"W N87°23'02"W S88°51'58"W S26°45'17"W S55°45'46"W	365.83' 378.70' 243.98' 138.27' 457.41' 222.80'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO A HACKED 14" CEDAR, THENCE TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO AN IRON PIN SET WITH CAP ID #3432, THENCE CONTINUING WEST A DISTANCE OF 348.47' ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 921.50', A DELTA ANGLE OF 21°40'00", AND A CHORD BEARING AND DISTANCE OF
S66°34'05"W N60°29'44"W	346.40' 6.51'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO AN IRON PIN SET WITH CAP ID #3432, SAID PIN BEING A CORNER OF THE YKK USA, INC. PROPERTY (DB. 104, PG. 654; PLAT CABINET "F", SLIDE 1), THENCE LEAVING THE LINE OF THE HISTORICAL SOCIETY AND CONTINUING WITH THE LINE OF YKK
N60°29'39"W N60°29'47"W	524.40' 759.04'	TO AN IRON PIN SET WITH CAP ID #3432, THENCE TO AN IRON PIN SET WITH CAP ID #3432 AT THE BASE OF A 3" STEEL POST, THENCE
S86°56'50"W	422.14'	TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 109.65 ACRES, 4,755,033.65 SQ FT.

This Ordinance shall be effective from and after its passage, approval and attestation and publication as required by law.

GIVEN FIRST READING ON THE ____ day of _____, 2024.

PUBLISHED in the Anderson News on the ____ day of _____, 2024.

GIVEN SECOND READING, PASSED, ADOPTED AND APPROVED by the Fiscal Court of Anderson County, Kentucky, upon motion of Magistrate _____, seconded by Magistrate _____, at a duly convened meeting thereof held on the ___ day of _____, 2024 with yea and nay votes as follows:

GIVEN FINAL PUBLICATION in the Anderson News on the _____ day of _____, 2024.

Rodney Durr _____
Mike Riley _____
Jurretta Wells _____
Dean Durr _____
David Montgomery _____
Kenny Barnett _____
Orbrey Gritton _____

ORBREY GRITTON
ANDERSON COUNTY JUDGE/EXECUTIVE

ATTEST:

JASON DENNY
ANDERSON COUNTY CLERK

LAWRENCEBURG/ANDERSON COUNTY

JOINT PLANNING COMMISSION

DOCKET NO. 24-003

APPLICANT: W.G. Investments, LLC
5155 Financial Way
Mason, OH 45040

DATE APPLICATION FILED: February 13, 2024

PUBLIC HEARING DATE: March 12, 2024

THIS MATTER CAME BEFORE THE LAWRENCEBURG/ANDERSON COUNTY JOINT PLANNING COMMISSION ON APPLICANT'S REQUEST FOR REZONING FROM: A-1 (Agriculture) and I-2 (Heavy Industry) to: I-2 (Heavy District) with a conditional use permit for distillation.

IN COMPLIANCE WITH THE NOTICE REQUIREMENTS OF KRS 100.212, THE ATTACHED NEWSPAPER NOTICE (EXHIBIT A) WAS PUBLISHED IN THE ANDERSON NEWS ON February 29, 2024.

IN ADDITION, A SIGN WAS POSTED ON THE PROPERTY AND HAS BEEN CONTINUOUSLY POSTED THERE SINCE 14 days prior to this hearing.

ATTACHED WRITTEN NOTICE WAS MAILED TO SURROUNDING PROPERTY OWNERS (EXHIBIT B) HERETO ON February 27, 2024.

AT THE CONCLUSION OF THE PUBLIC HEARING, THE PLANNING COMMISSION MET IN OPEN EXECUTIVE SESSION AND ADOPTED THE FOLLOWING FINDINGS OF FACT AND RECOMMENDATION:

FINDINGS OF FACT

1. LOCATION AND CURRENT ZONING OF THE PROPERTY:

The subject property, containing 111.59 acres, is located on the southeast corner of the intersection of Gill Street and Industry Road, Lawrenceburg, Kentucky. Subject property is currently zoned A-1 (Agriculture) and I-2 (Heavy Industry)

2. EXISTING LAND USE ON THE SITE: Agriculture

3. SURROUNDING LAND USES:

North: Zoned A-1 (Vacant land with active agricultural use)

South: Zoned I-1 and A-1 (YKK Factory and business use)

East: Zoned A-1 (Vacant land with active agricultural use)

West: Zoned I-2 and R-2 (YKK Factory, vacant land, and single family residential use)

4. PROPOSED REZONING: I-2 (Heavy Industry with conditional use for distillation)

5. SPECIAL CIRCUMSTANCES WHICH THE COMMISSION DEEMS

SIGNIFICANT: The subject property is anticipated to
continue the distilling industry as an historic use in
the county. The subject property is adjacent to
existing industrial land and near distilleries. The
development of a distillery will increase tourism in
Anderson County. Utilities are available to this
property both electric and water.

6. COMPREHENSIVE PLAN CONSIDERATIONS:

The Comprehensive Plan did not anticipate the rate
of growth in the distilling industry. The current
zoning is inappropriate and the requested zoning is
more appropriate.

CONCLUSION AND RECOMMENDATION

THE COMMISSION FINDS THAT THE PROPOSED REZONING IS NOT IN CONFORMANCE WITH THE COMMUNITY'S COMPREHENSIVE PLAN AND THEREFORE RECOMMENDS THAT THE REZONING BE GRANTED FOR THE FOLLOWING REASONS:

There have been substantial economic and social changes
that were not anticipated at the adoption of the
Comprehensive Plan that have occurred in the bourbon
industry in this immediate area of the county.

RESPECTFULLY SUBMITTED,



CHAIRMAN/VICE CHAIRMAN

APRIL 9, 2024

DATE

ATTEST: I HEREBY CERTIFY THAT THE ABOVE FINDINGS, CONCLUSIONS,
AND RECOMMENDATIONS WERE ADOPTED BY THE
LAWRENCEBURG/ANDERSON COUNTY JOINT PLANNING COMMISSION AT
ITS REGULAR MEETING HELD ON MARCH 12, 2024.

Renee D. Grand

SECRETARY

NEWS PAPER PUBLIC NOTICE

The Lawrenceburg/Anderson County Joint Planning Commission will hold a regularly scheduled meeting at 7:00 pm on March 12, 2024 at the Anderson County Judge Executives Office, 137 South Main Street, Lawrenceburg, Kentucky 40342.

The following Items will be addressed:

- 1) Public Hearing - Docket # 24-003:
Owner W.G. Investments, LLC is requesting a zone change from A-1 (Agriculture) to I-2 (Heavy Industry) with a conditional use permit for distillation. The subject property containing 111.59 acres is located at the southeast corner of the intersection of Industry Road and Gill Street, Lawrenceburg, KY 40342
- 2) Development Plan: Daynabrook Garden Center, 1004 West Park Drive, Lawrenceburg, KY 40342.
- 3) Preliminary Plat: Carlton Crossing, Northeast corner of the intersection of Carlton Drive and Bypass 127, Lawrenceburg, KY 40342.
- 4) Development Plan: Mark Lancaster, 1045 Commercial Drive, Lawrenceburg, KY 40342.
- 5) Development Plan: Wild Turkey Distillery, 1417 Versailles Road, Lawrenceburg, KY 40342.

Maps and conceptual plans are available for viewing by appointment at the Zoning Administration or visit our Facebook web page at <https://www.facebook.com/LawrenceburgAndCoPlanningZoning>

To view a draft of the Comprehensive Plan please visit the web link <https://andersoncounty.ky.gov/ordinances/Documents>

Should you have any questions about this notice, please contact Renee Evans, Planning and Zoning Administrator, at 502-839-1505.

/s/ Betty J. Webb, Chair
Lawrenceburg/Anderson Co., KY Joint Planning Commission

Please publish on February 29, 2024

Bill to: Lawrenceburg/Anderson Co., KY Joint Planning Commission
Acct #70025695
C/O Renee D. Evans
139 S. Main Street
Lawrenceburg, KY 40342

Exhibit "B"

LAWRENCEBURG/ANDERSON COUNTY, KENTUCKY
JOINT PLANNING COMMISSION

139 SOUTH MAIN STREET
LAWRENCEBURG, KENTUCKY 40342

BETTY WEBB, CHAIRMAN
JODY HUGHES, VICE CHAIRMAN
RENEE D. EVANS, PLANNING & ZONING ADMINISTRATOR

TELEPHONE
502-839-1505
FAX 502-839-8151

February 27, 2024

Dear Citizen:

The Lawrenceburg/Anderson County Kentucky Joint Planning Commission will hold a regularly scheduled meeting on March 12, 2024 at 7:00 p.m. at the Anderson County Judge Executives Office, 137 South Main Street, Lawrenceburg, KY 40342.

The following item will be heard:

Zoning Change Docket # 24-003:

Owner W.G. Investments, LLC is requesting a zone change from A-1 (Agriculture) to I-2 (Heavy Industry) with a conditional use permit for distillation. The subject property containing 111.59 acres is located at the southeast corner of the intersection of Industry Road and Gill Street, Lawrenceburg, KY 40342.

Because you are an adjoining owner to the above mentioned property, you are invited to attend this meeting.

Publication of this notice can be found in the February 29, 2024 issue of the Anderson News.

Maps and conceptual plans are available for viewing by appointment at the Zoning Administration or on our Facebook webpage <https://www.facebook.com/LawrenceburgAndCoPlanningZoning>.

Should you have any questions regarding this notice please contact Renee Evans, Planning & Zoning Administrator at 502-839-1505.

Sincerely,



Betty J. Webb, Chair
Lawrenceburg/Anderson Co., KY Joint Planning Commission

MINUTES OF THE LAWRENCEBURG/ANDERSON COUNTY, KENTUCKY

JOINT PLANNING COMMISSION

HELD ON

MARCH 12, 2024

The six hundred and thirty fourth meeting of the Lawrenceburg/Anderson County, Kentucky Joint Planning Commission was held at 7:00 p.m. at the Anderson County Fiscal Court Room, 137 South Main Street, Lawrenceburg, Kentucky.

ROLL CALL

Chair Betty Webb called the meeting to order with the following members answering to roll call: David Bird, Freddy Carter, Ann Chilton, Will Halmhuber, Eddie Hanks, Jody Hughes, John Thomas, and Art Nearhoof. Also present were Commission Attorney Ed Logan, Planning and Zoning Administrator Renee Evans, and others.

APPROVAL OF MINUTES

There being no amendments to the minutes of the meeting held on February 13, 2024 stood as submitted.

PUBLIC HEARINGS

Docket #24-003 - W.G. Investments, LLC:

1. This application was filed February 13, 2024, the fee was paid, and a list of adjoining property owners was delivered to the Planning Commission secretary.
2. Letters to all adjacent property owners were mailed February 27, 2024.
3. Notice of the Public hearing was printed in the February 29, 2024 issue of the Anderson News, and fees for the ad have been paid.
4. A sign in conformance with KRS 100.212 was posted on the property for at least 14 days prior to this hearing.

Owner W. G. Investments, LLC is requesting a zone change from A-1 (Agriculture) to I-2 (Heavy Industry) with a conditional use permit for distillation. The subject property containing 111.59 acres is located at the southeast corner of the intersection Gill Street and Industry Road.

ZONING CHANGE TRC STAFF REPORT

DATE: 2/21/2024	Date of Technical Review 2/27/2024
JURISDICTION:	Lawrenceburg/Anderson County Joint Planning Commission
DEVELOPMENT SITE LOCATION:	Southeast corner of Industry Road and Gill Street intersection
APPLICANT/OWNER	W.G. Investments, LLC 5155 Financial Way Mason, OH 45040

CURRENT ZONE:	A-1 (Agricultural)
REQUESTED ZONE:	I-2 (Heavy Industrial District)

SITE CHARACTERISTICS/PURPOSE

The owner is requesting a zoned change from A-1 (Agricultural) to I-2 (Heavy Industrial District) for the subject property containing 111.59 acres and located on the Southeast corner of Industry Road and Gill Street, Lawrenceburg, Kentucky. The site has access to public water, sewer, and electricity. This site is adjacent to the Lawrenceburg city limits.

SURROUNDING ZONING AND USES:

North	Zoned A-1	Vacant land with active agricultural use.
South	Zoned I-2 & A-1	Southern States with business use
East	Zoned A-1	Vacant land with active agricultural Use.
West	Zoned I-2 & R-2	Vacant land with active agricultural Use.

STAFF REVIEW/FINDINGS:

The current Comprehensive Plan was adopted in 2017, which is over the five-year extent for Comprehensive Plans to be updated or readopted. The Future Land Use Map of the current Comprehensive Plan did not anticipate this property being developed. The use being proposed is a Bourbon distillery, which has experienced explosive growth over the past several years.

The property is adjacent to the City Limits and is within the Urban Service Boundary (USB) district. An aspect of the USB is “to restrict non-urban type development and to curb farm type uses. Once a property in this area seeks rezoning to a city or urban classification (i.e., single family, multi-family, commercial, or industrial) then going back to a farm or agricultural land use designation should be restricted or avoided.” *[2017 Comprehensive Plan, 2.0 Land Use Element, 2.7 Special Districts, Urban Service Boundary]*

The USB is intended for “residential, commercial and industrial uses permitted within the USB where shown on the future land use map.” *[2017 Comprehensive Plan, 2.0 Land Use Element, 2.8 Land Use Policy, Urban Service Boundary (A)]*

STAFF RECOMMENDATION

Staff recommends APPROVAL with the following findings for this request.

1. Staff finds that the current Comprehensive Plan did not anticipate the rate of growth in the distillery industry and the explosive growth in capacity for Bourbon production. The current plan is being updated, but has not yet been adopted.
2. The current zoning is inappropriate and the requested zoning is more appropriate considering the land uses and growth within the immediate area.
3. The subject property is adjacent to existing industrial land and is near existing distilleries. The property should be annexed and served by Lawrenceburg utilities.
4. Distilleries are listed as a conditional use under the I-2 zone. If approved, this request will also need to have the approval of the Board of Adjustment.
5. There are existing residences adjacent to the subject property. If approved, a substantial amount of vegetative screening and buffering should be placed between the two land uses.

-END OF REPORT-

Came Attorney Bill Patrick to present the zone change request. Mr. Patrick stated that the staff report says everything, but items not addressed in the staff report are that the proposed use is a distillery. He stated that this would be a small operation and they anticipated to have two to three rick houses that would hold 10 to 20 thousand barrels each. He stated that, indirectly related this county needs the tax revenue and we are the lowest paying school district in the surrounding counties. He stated that we are constantly losing teachers to other counties and any increase in the tax base should help with that. He stated that Bill McBrayer with the principal company was also in attendance to answer any questions.

Commissioner Thomas agreed that more tax revenue is needed.

When questioned by Commission Attorney Ed Logan, Mr. Patrick indicated that one of the basis's of their application is the unanticipated growth of the distilling industry in this area. Mr. Patrick elaborated stating that they agree with the staff report that the explosive growth in the bourbon industry could not have been foreseen 10 to 20 years ago. He stated that now we have buses coming to town every day with people on the Bourbon Trail wanting to see the distilleries, which brings revenue to the county that we would not otherwise have. He felt that this was what the author of the staff report was trying to say, in that this growth could not have been anticipated by the Comprehensive Plan.

Attorney Logan questioned if Mr. McBrayer had any information that could corroborate increased revenue based on tourism and the bourbon industry.

Mr. Patrick stated that they did not have any information regarding studies or proposed figures.

When questioned by Commissioner Thomas regarding the time frame to completion, Mr. McBrayer stated that once the rezoning was complete, they would work on a development plan to submit, and then work on time lines for the different phases. He stated that they hope to have the development plan done this year.

Discussion ensued.

Attorney Logan stated that the development plan would have to come back before the Commission for approval.

Chair Betty Webb called for further questions.

Came Nancy Bixler Russell stating that she lives on Hayden Street and wanted to know why only half of Hayden Street was sent a zoning letter, because she felt it involved all the people in the subdivision. [Hilltop Manor Subdivision]

Ms. Evans stated that the owners that touch the property being rezoned get letters.

Ms. Russell stated that anything that happens there will affect all of them, like when the glass plant burned and smoke came into their homes. She questioned who was to say that liquor would not burn, and asked if it could be put somewhere else. She stated that she did not like this, and has been in the subdivision since it was developed, she was one of the first homes there. She stated that she did not like the glass there either. She stated that when Mayor Bob Thompson wanted to bring in the glass plant, he agreed that it would be a factory, and everyone was glad to see the glass factory come, but it is and eyesore now. She stated that when it burned the smoke came into their homes and she has lung disease.

Came Sophia Rucker questioning how close the distillery would be to the houses in the subdivision. She stated that she was the first house in the neighborhood on Gill Street. She stated that

she has breathing problems, and when the wind blows glass blows across the church parking lot, as well as All Goods parking lot from the glass plant.

Mr. Patrick stated that the distillery and rick houses would be approximately 1/3 to 1/2 mile southeast of that neighborhood.

Ms. Rucker stated that the owner has 300 acres, and questioned why they must come that close to her neighborhood.

Mr. Patrick stated that it was 111 acres.

Ms. Rucker again questioned why the distillery had to be so close.

Mr. Patrick stated that it was not going to be close to the neighborhood. He showed a map of the areas and stated that Mr. McBrayer owned the rest of the lots in the neighborhood adjoining his property. He stated that the proposed distillery would be in the middle of the 111-acre property, as an estimated location.

Discussion ensued.

Came Linda Bixler stating that she has lived in the neighborhood her entire life, and it was like every time something is built, they put it in their area. She stated that if a factory was going up in a white neighborhood, such as a distillery, those people would cut it out. She stated that she has heart and lung issues and they keep bringing in this type of stuff. She stated that she goes to city meetings, but could not beat this on her own. She stated that she is almost 80 years old, she is tired, and tired of everything building in around them. She stated that she bought her house when she was young, raised four children there, her house was paid for, she always paid her taxes, and she wanted to start getting to use her taxes.

Came Joani Clark stating that she has become involved with several distilleries and learning about their operations. She stated that Mr. McBrayer visited the grounds of the original distillery on Cedar Brook and the reason he purchased this land is because it touches where his ancestor's distillery began. She stated that she was a character witness for Mr. Mcbrayer and he would not come to Lawrenceburg and build anything cheap. She stated that it would be up to specifications and as good as it can possibly be. She stated that it would not turn into a glass pile. She stated that she has been involved with what the bourbon industry has done for our town as well as in Marion County. She stated that tours are being booked out three to six months in advance at all these places. She stated that the original product that Mr. McBrayer's family produced was known world wide and was the bourbon of kings in the late 1800's and early 1900's. She stated that as she travels to other distilleries, they are anxious to see this come about again. She stated that it would not be a mass production and Mr. McBrayer would do a good quality product and will do what he says he will do.

Came Dustin Burley stating that to hear how this is being proposed they, as residents, have not seen the staff report. He stated the pretty much everyone's mind is made up on how they will vote. He questioned what else would be put on that land. He stated that this would cause more traffic and chaos. He stated that if we do not have a city and county that works together to maintain those types of areas, then it looks like junk. He stated that the city and county governments clearly do not work together to bring in revenue, we can plan and zone all we want, but they do not work with the residents on where to put things. He stated that there was no reason there is a junk yard car place over there and questioned if you want that next to a distillery. He stated that this is the reason Four Roses and Wild Turkey are located where they are, which are decent looking properties when you go look at them. He stated that teachers do need revenue, but that is for the school board to debate. He stated that this planning and zoning board just zoned some storage buildings again on Bypass 127 and if we

were serious about bringing revenue, and other businesses, we would plan better, but apparently, we are not. He stated that to look at the makeup of this board shows there is not enough diversity in this community as we are growing. He stated that he could not wait to see the plans, and hoped that the Commission would reach out to the residents and show them the report. He stated that it felt like this was being rammed through. He stated that as with most minority neighborhoods across the country, they do get the heavy industries. He stated that they just got more apartments, and that there are people with high incomes that fight to tell people what they can do with their own property and this board sided with them, and now the apartments were over there by them. He stated that we needed to strategically plan better than what we are doing, which is why we are still lagging. He stated that Marion County is beautiful because they work on their planning with the community. He stated that our city and county was not up to task to move things like this forward and this is being rushed.

Commissioner Chilton questioned Mr. McBrayer about air cleaning systems for the black fungus to keep it from getting on houses and such. She questioned what their plans were for that.

Mr. McBrayer stated that they would do everything they could to make sure they are current within the standards that are going on in the industry.

Commissioner Chilton stated that she did not know if those standards were being applied here, but she had become aware that there is such equipment like this.

Mr. McBrayer agreed. He stated that William McBrayer was the first judge in Anderson County and he built an excellent facility and products, which is why his brand was known as one of the most famous brands in the world, and it was created here. He stated that this property was next to the original distillery property, and he was about his family and community. He stated that they will have those types of values with this business here and hope to be part of the community and help bring more prosperity here.

Commissioner Carter questioned where the entrance would be.

Mr. McBrayer stated that they have different options, like Hwy 62 vs. Gill Street and they would address those options during the development plan stage.

Commissioner Nearhoof questioned where the distillery would be located on the property.

Mr. McBrayer stated that they have not selected a site or started a development plan. He stated that the rezoning was the first phase of this. He stated that the distillery would be back a way from the neighborhood everyone is talking about.

Commissioner Nearhoof stated that when you put this together and decide what you want to do with it, one of the things you would do when you look at a site is to ask yourself where you were going to put your distillery or building.

Mr. McBrayer stated that that had not mattered to him, for him it was the fact that that property is historical ground that was owned by the McBrayer's. He stated that they [ancestors] put the rail road through Lawrenceburg and probably owned the land next to the old distillery site. He stated that this would be a small operation, nothing like Wild Turkey distillery. He stated that the street [Hayden Street] extended through 31 other home sites, which could be extended and that is still zoned residential. He stated that there would be nothing that close and it would be on in on the property. He stated that he hope it to get it rezoned and work on a development plan. He stated that this would be a bottling operation, a pot still, and a couple rick houses to put some barrels in. He stated that they found the history of the McBrayer family here. They wanted to start to bring in some tourism here because that history is prevalent in bourbon history. He stated that the Cedar Brook brand is rated the

eighth most historical brand . Kentucky Bourbon history and it would be terrible that they could not tell that story to everyone. He stated that the goal is to bring McBrayer home back to Lawrenceburg.

Commissioner Bird stated that the other distillery that recently came before the Commission brought a preliminary plan before the Commission approved it. He stated that the plan the Commission approved on Hwy 44, the Commission had sent back, and they did some extra work on it. He questioned if Mr. McBrayer would be willing to do that.

Mr. McBrayer stated that once a development plan is submitted it can be denied. He stated that until the property can be zoned to do a development plan on, the Commission could always deny whatever he wanted to build on it. He stated that the intent is to get the zoning changed. He stated that the property is next to an industrial park. He stated that it was a small operation, his operation, his money, and he was not bringing a lot of funds or raising money for a lot of investors. He stated that this is meant to be a family thing for a long time.

Commissioner Bird questioned that if this being a small operation on 111 acres, what were the plans for the rest of the property.

Mr. McBrayer stated that it would be there for growth of the distillery over the next 30 years, for the next generation. He stated that these things take years to develop and grow. He stated that he was going to build a small operation and this was his hobby and retirement. He stated this is historical land for his brands, which were some of the most famous brands in the history of bourbon here in Lawrenceburg. He stated that this was what he wanted to bring back.

When questioned by Attorney Logan regarding the type of utilities available to the property, Mr. McBrayer stated that everything was there as they are next to YKK.

Came Surveyor Dan Phillips stated that he surveyed the property and all the utilities will be available; KU, City water and sewer.

Ms. Rucker questioned how the Commission could approve something without a plan. She stated that if this changes to industrial you can put anything there. She stated that if the distillery falls under, you can put something else there. She stated that they have a lot of ancestry and property there too, with the Murphy's and the Derby. She stated they have a lot of history there as well, but a lot of the property was taken away.

Chair Webb stated that anything put there will have to come before the Commission to be approved.

Ms. Russell questioned where the traffic would go in and out. She stated that people go in and out, and she has tried to get a "slow children at play" sign but cannot get one. She stated that the police would not stop the traffic, so she does it.

Attorney Logan stated that the Commission could not control whether there is a sign up or what the traffic is. He stated that the Commission could control entrances and the flow of traffic once a development plan comes in. He stated that the Commission did not know where the entrance would be until the development plan is approved. He stated that no traffic gets in until Mr. McBrayer has a plan, which is the next stage.

Discussion ensued.

Ms. Bixler asked if once a plan is submitted could they come back and see it.

Attorney Logan stated yes.

Ms. Rucker questioned if zoning should wait until there is a plan.

Attorney Logan stated that the zoning goes first, and then the plan. He stated that when the plan came through, they would have the opportunity to appear and look at exactly what they are proposing. He stated that if they do not do a proposal then nothing gets built there.

Ms. Bixler stated that she looks at people when they talk and she did not like the looks they were getting every time any one of them spoke. She stated that as far as the distillery having history; her mother, father and grandparents worked at the distilleries.

Mr. Patrick stated that besides being an advocate for Mr. McBrayer, he is also an adjacent property owner. He stated that he had no objection to the zone change.

There being no further comments Chair Webb closed the public hearing and called for discussion among the Commission.

Commissioner Bird stated that normally he took the approach to preserve agricultural land, but with this location and there being no active farming, he is concerned that we are granting 100 acres of I-2 zoning when we would not do that for the distillery out on Hwy 44 six months ago. He stated that he was not willing to give them any more than the Commission just set precedence for in the last six months. He stated that being as they want to grow and expand, the Commission needs to keep a little more control over this. He stated that if they were not willing to do a plan, he could not support this at this time.

Commissioner Carter stated that he agreed with Mr. Bird, but this also could be a big subdivision one day too. He stated that the city is growing that in that direction. He asked Mr. McBrayer to look at his plan again.

Mr. McBrayer stated that he could start a plan, but it is a small place that they are trying to get started.

Commissioner Carter stated that it is 100 acres. He stated that the Commission required that on Hwy. 44.

Commissioner Nearhoof stated that Bluegrass ADD staff has recommended approval in the staff report and that it fits every guideline. He stated that it is hard for the Commission to say no when it fits every guideline. He stated that in his view what happened off Hwy. 44 is a completely different property and had to do with farmland that was being agriculturally used. He stated there are strong questions about where this will be on the land and what is going to be done. As far as the location he felt it was the right thing to do. He stated that he lived not very far from it across Hwy 62 since 1991. He stated that he knows there is mold that comes from it, although he has not been sick from it, but every three years he does have to clean his vinyl siding. He stated that he was on the other side saying he believed it should be approved based on the recommendation of staff. He stated that when you get to the development plan is when you must make sure where the roads are coming and where is it located compared to the housing next to it. He stated that he would be against it if they would be putting roads and entrances by East Court Street coming in.

Commissioner Chilton questioned that if all the 100 acres is industrial and then they want to do a residential later the zoning would have to be changed again.

Attorney Logan confirmed that could happen.

Following discussion, motion was made by Art Nearhoof, seconded by John Thomas, to approve the zone change request. Motion passed with David Bird voting nay.

The details of the application, findings of fact, special circumstances, that the Commission deemed significant, Comprehensive Plan considerations, conclusions, and recommendations of the Planning Commission were incorporated into a standard format for forwarding to the legislative body. Upon review of the completed form the Commission approved, and adopted the form as completed and authorized the Chair or Vice Chair to sign and forward the form to the next regularly scheduled meeting of the appropriate legislative body as the official record of its findings.

DEVELOPMENT/SUBDIVISION PLANS

Development Plan – Dayna Brook Garden Center:

TRC REPORT

TRC DATE:	February 27, 2024
JURISDICTION:	Lawrenceburg/ Anderson County Joint Planning Commission
DEVELOPMENT / SITE NAME:	Daynabrook Garden Center
APPLICANT:	Daynabrook Garden Center
CURRENT ZONE:	Neighborhood Commercial (B-1)

SITE CHARACTERISTICS/PURPOSE

The subject property is located on Rebecca Lane, just East of US 127B, in Lawrenceburg, Kentucky and contains 1.02 acres. It is within the city limits of Lawrenceburg.

The applicant is proposing to amend the location of an office building and to add a drive-through window.

TECHNICAL REVIEW

During staff review, the following items were noted:

1. Subdivision Regulations 620 C. requires that Amendments to approved development plans can be made only by the Planning Commission. Unless the changes are minor, in which case the Zoning Administrator may approve the amendments. This amendment is determined to be not minor.
2. Dimensions for drive aisles width should be shown. As well, dimensions for any entrance/exit point needs to have dimensions.
3. The calculations for parking requirements may be higher than needed. Within the greenhouse any area not accessible to customers may be subtracted from the area requiring parking provision. Parking requirements should be calculated by the net area open to customers, rather than the gross building footprint.
4. The marking “One Way Do Not Enter” seems to be on the wrong side of the drive through.

STAFF RECOMMENDATION

Approval.

-END OF REPORT-

Came Engineer Robert Semones to present the development plan of Daynabrook. He stated that they are requesting approval to add a drive through.

Ms. Evans stated that the plan has met the requirements of the TRC staff report.

Following discussion, motion was made by Jody Hughes, seconded by Freddy Carter, to approve the development plan as submitted. Motion passed unanimously.

Preliminary Plat - Carlton Crossing:

TRC REPORT

TRC DATE:	February 27, 2024
JURISDICTION:	Lawrenceburg/Anderson County Joint Planning Commission
DEVELOPMENT / SITE NAME:	Carlton Crossing Development
APPLICANT:	BG Industries
CURRENT ZONE:	Neighborhood Business District (B-1)

SITE CHARACTERISTICS/PURPOSE

The subject property is located at the northern corner of the intersection of Carlton Drive and US 127B, Lawrenceburg, Kentucky and contains 14.23 acres. The site is within the city limits of Lawrenceburg.

The applicant is proposing to create 4 commercial building lots and a new city street (Legacy Way) as part of Carlton Crossing development.

Existing utilities available to the site will be utilized - sanitary sewer, water and sewer. All areas designated for traffic and parking use will be paved.

TECHNICAL REVIEW

During staff review, the following items were noted:

1. Storm water calculations, drainage, and proposed site preparation, construction, and utility plans are to be reviewed by the City Engineer for approval. Building permits are not to be issued until storm water management items are installed and approved.
2. Indicate landscaping buffers, if any, for adjoining properties which are already developed. The northern boundary of the subject property adjoins the Overland Church of Christ, while to the northeast is the Champions Subdivision which has an existing tree line. [Subdivision Regulations Article 620 A.1.k]
3. Sheets 3 & 4 are labeled "Carey's Motor Sports Complex". All other sheets are labeled "Carlton Crossing".
4. The applicant proposed two fire hydrants; To be approved by Fire Chief.

STAFF RECOMMENDATION

Again came Engineer Robert Semones and the owner Brad smith to present the development plan of Carlton Crossing.

Mr. Semones stated that they are requesting approval of the preliminary plat where they are proposing four tracts and a road. He stated that each individual tract would take care of their own drainage. He stated that when they did the grading for the roadway, the post drainage was less than the pre drainage so they did not need detention for the roadway. He stated that the entrances have been approved, and the sewer and waterline design has been submitted to the State for their approval.

There came no one to speak in opposition.

There being no further discussion, motion was made by Freddy Carter, seconded by Ann Chilton, to approve the development plan as submitted. Motion passed unanimously.

Development Plan - Lancaster:

TRC REPORT

TRC DATE:	February 27, 2024
JURISDICTION:	Lawrenceburg/Anderson County Joint Planning Commission
DEVELOPMENT / SITE NAME:	Mark Lancaster Development
APPLICANT:	Mark Lancaster
CURRENT ZONE:	Light Industrial District (I-1)

SITE CHARACTERISTICS/PURPOSE

The subject property is located at the northern corner of the intersection of Carlton Drive and US 127B, Lawrenceburg, Kentucky and contains 1.95 acres.

The applicant is proposing to construct a commercial building with no side walls to protect equipment during inclement weather.

Existing utilities available to the site will be utilized - sanitary sewer, water, and sewer. All areas designated for traffic and parking use will be paved.

TECHNICAL REVIEW

During staff review, the following items were noted:

1. None

STAFF RECOMMENDATION

Approval.

Once again, came Engineer Robert Semones to present the development plan for Lancaster. He stated that the owner was proposing a canopy/shelter to protect his equipment. He stated that his

equipment was currently being stored outside. He stated that this would be an open shelter with no sides.

Following discussion, motion was made by Jody Hughes, seconded by Art Nearhoof, to approve the development plan as submitted. Motion passed unanimously.

Development Plan - Wild Turkey Distillery:

TRC REPORT

TRC DATE:	February 27, 2024
JURISDICTION:	Lawrenceburg/Anderson County Joint Planning Commission
DEVELOPMENT / SITE NAME:	Campari America Barrell Warehouse
APPLICANT:	Campari America
CURRENT ZONE:	Light Industrial District (I-1)

SITE CHARACTERISTICS/PURPOSE

The subject property is located South of US 62, West of the Kentucky River, East of Lawrenceburg, Kentucky and contains 160 acres.

The applicant is proposing to construct an additional 3 palletized barrel warehouse buildings for the ageing of distilled spirits.

The site currently has 17 such warehouses and this plan would add 3 more warehouses.

TECHNICAL REVIEW

During staff review, the following items were noted:

1. Subdivision Regulations 620 C. requires that Amendments to approved development plans can be made only by the Planning Commission. Unless the changes are minor, in which case the Zoning Administrator may approve the amendments. This amendment is determined to be not minor.

STAFF RECOMMENDATION

Approval, no issues have been found with the plan to add three warehouses to this site.

-END OF REPORT-

Came Engineer John Hunt to present the development plan for Wild Turkey. He stated that they were proposing to add three more warehouses. He stated that they plan to build two of the warehouses now, and another one next year. He stated that this section of the site will have new containment and a stormwater detention basin. He stated that these would be 55,000 square foot palletized warehouses. He stated that there were two types of warehouses on the site; palletized and rick houses. He stated that the palletized were the lower roof ones with a bigger foot print. He stated that there were 11 palletized warehouses out of the total of 17 warehouses. He stated that the building code has a distinction that if they are palletized with a height limit, where as the rick houses have a

smaller foot print but taller. . . stated that there would be sprinkler . . . stems/fire suppression in the palletized warehouses.

Discussion ensued regarding the visitor center being closed.

There being no further discussion, motion was made by David Bird, seconded by Will Halmhuber, to approve the development plan as submitted. Motion passed unanimously.

OTHER BUSINESS

Letters of Credit:

Mountjoy Stables:

Ms. Evans stated that a new letter of credit for \$45,000.00 has been received and extended for 12 months with a new expiration date of April 11, 2025.

Motion was made by Freddy Carter, seconded by Jody Hughes, to accept the new letter of credit for Mountjoy Estates. Motion passed unanimously.

ADJOURN

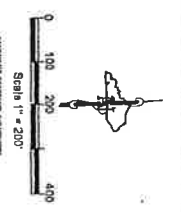
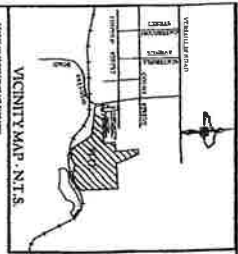
There being no further business, motion was made by Jody Hughes, seconded by Ann Chilton, to adjourn.



Chair



Secretary



VICINITY MAP - N.T.S.

LEGEND

- 1. EXISTING ZONE
- 2. PROPOSED ZONE
- 3. EXISTING LOT
- 4. PROPOSED LOT
- 5. EXISTING ROAD
- 6. PROPOSED ROAD
- 7. EXISTING UTILITY
- 8. PROPOSED UTILITY
- 9. EXISTING FENCE
- 10. PROPOSED FENCE
- 11. EXISTING CURB
- 12. PROPOSED CURB
- 13. EXISTING DRIVE
- 14. PROPOSED DRIVE
- 15. EXISTING SIDEWALK
- 16. PROPOSED SIDEWALK
- 17. EXISTING BIKEWAY
- 18. PROPOSED BIKEWAY
- 19. EXISTING FUTURE DRIVE
- 20. PROPOSED FUTURE DRIVE
- 21. EXISTING FUTURE SIDEWALK
- 22. PROPOSED FUTURE SIDEWALK
- 23. EXISTING FUTURE BIKEWAY
- 24. PROPOSED FUTURE BIKEWAY
- 25. EXISTING FUTURE FENCE
- 26. PROPOSED FUTURE FENCE
- 27. EXISTING FUTURE CURB
- 28. PROPOSED FUTURE CURB

GENERAL NOTES:

1. THIS MAP IS PREPARED FOR THE PURPOSE OF OBTAINING A ZONE CHANGE FROM THE ZONING BOARD AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
2. THE ZONING BOARD HAS REVIEWED THIS MAP AND HAS GRANTED A ZONE CHANGE FROM A-1 TO I-2.
3. THE ZONING BOARD HAS REVIEWED THIS MAP AND HAS GRANTED A ZONE CHANGE FROM A-1 TO I-2.
4. THE ZONING BOARD HAS REVIEWED THIS MAP AND HAS GRANTED A ZONE CHANGE FROM A-1 TO I-2.
5. THE ZONING BOARD HAS REVIEWED THIS MAP AND HAS GRANTED A ZONE CHANGE FROM A-1 TO I-2.



PURPOSE:

1. ZONE CHANGE REQUEST FOR 108.18 ACRES
2. REQUEST ZONE CHANGE FROM A-1 TO I-2

SITE DATA:

108.18 ACRES TO BE RE-ZONED
 2.49 ACRES ALREADY ZONED I-2 PER MAP
 111.69 TOTAL ACRES IN TRACT
 SUBJECT PROPERTY ZONED A-1

W.G. INVESTMENTS, LLC
 DB, 312, PG. 039
 111.49 ACRES
 4,861,069.76 SQ. FT.

GENERAL NOTES:

1. THIS MAP IS PREPARED FOR THE PURPOSE OF OBTAINING A ZONE CHANGE FROM THE ZONING BOARD AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
2. THE ZONING BOARD HAS REVIEWED THIS MAP AND HAS GRANTED A ZONE CHANGE FROM A-1 TO I-2.
3. THE ZONING BOARD HAS REVIEWED THIS MAP AND HAS GRANTED A ZONE CHANGE FROM A-1 TO I-2.
4. THE ZONING BOARD HAS REVIEWED THIS MAP AND HAS GRANTED A ZONE CHANGE FROM A-1 TO I-2.
5. THE ZONING BOARD HAS REVIEWED THIS MAP AND HAS GRANTED A ZONE CHANGE FROM A-1 TO I-2.

OWNER/CLIENT:
 W.G. INVESTMENTS, LLC
 5155 FINANCIAL WAY
 MASON, OHIO 45040

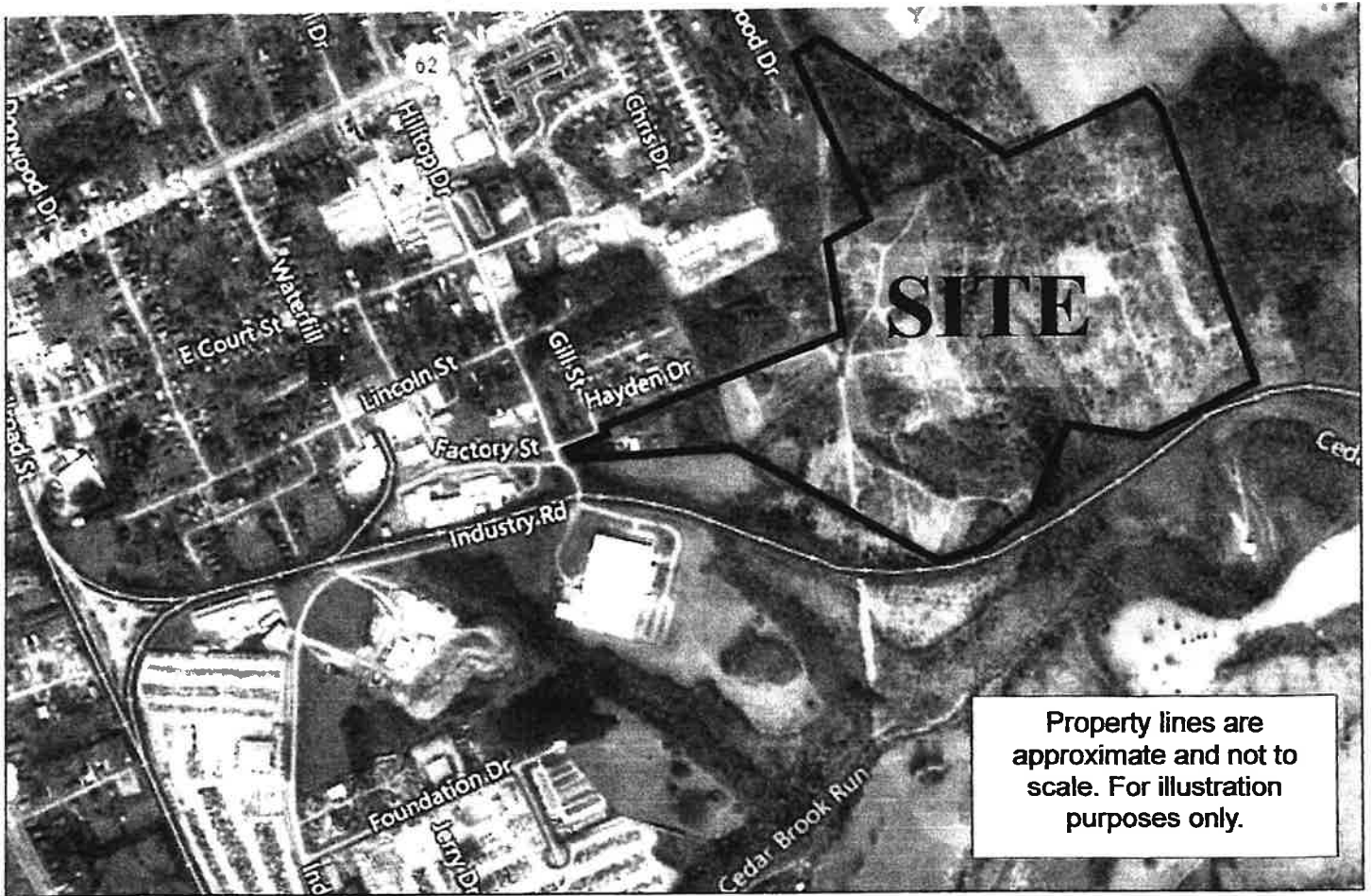
ZONE CHANGE MAP FROM A-1 TO I-2 OF THE W.G. INVESTMENTS, LLC. PROPERTY LOCATED ON THE INTERSECTION OF CHASE STREET AND INDUSTRIAL ROAD
 SOURCES: DB, 312, PG. 039
 ANDERSON COUNTY, KENTUCKY

DPS LAND SURVEYORS, INC.
 DAN PHILLIPS
 1138 BEAR CREEK ROAD
 LAWRENCEBURG, KY. 40342
 LAWRENCEBURG: 1-502-859-5534
 EBAR: [redacted]
 dpslandsurveyors@gmail.com

JOB NO. 23-239
 FIELD COLLECTION DATE: 2-01-2024
 PLAT COMPLETION DATE: 2-12-2024
 DRAWN BY: DAN / AUSTIN
 CHECKED BY: DAN PHILLIPS



Lot No.	Acres	Zone	Owner
1	0.00		
2	0.00		
3	0.00		
4	0.00		
5	0.00		
6	0.00		
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
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35	0.00		
36	0.00		
37	0.00		
38	0.00		
39	0.00		
40	0.00		
41	0.00		
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43	0.00		
44	0.00		
45	0.00		
46	0.00		
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48	0.00		
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94	0.00		
95	0.00		
96	0.00		
97	0.00		
98	0.00		
99	0.00		
100	0.00		



W.G. Industries Site Location