



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

August 15, 2023

Meeting 7:00 p.m.

1. Call to Order and Roll Call
2. Invocation (District #5) & Pledge
3. Approval of Meeting Minutes for August 1, 2023
4. Visitors would you like to introduce yourself?
5. Department Head Reports
6. Spectrum Franchise Agreement
7. County Clerk
 - a. Ad Valorem Tax
 - b. Delinquent Tax
 - c. Storage Fees
8. Sheriff's Report
9. Approval of Bill List
10. Other Business
11. Adjourn

ANDERSON COUNTY FISCAL COURT

REGULAR MEETING

AUGUST 1, 2023

10:00 A.M.

COUNTY JUDGE EXECUTIVE ORBREY GRITTON, III

COUNTY ATTORNEY ROBERT WIEDO

THE ANDERSON COUNTY FISCAL COURT MET ON AUGUST 1, 2023, AT 10:00 A.M. JUDGE EXECUTIVE ORBREY GRITTON CALLED THE MEETING TO ORDER. THOSE ANSWERING ROLL CALL WERE RODNEY DURR, MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. ORBREY GRITTON GAVE THE INVOCATION FOR DISTRICT 4.

VISITORS

SUSAN AKERS, LETTER READ TO COURT PROVIDED ON NEXT PAGE
HANNAH WEDDING, ANDERSON CO CHAMBER OF COMMERCE
SARA MORGAN

JULY 18, 2023 MEETING MINUTES

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY RODNEY DURR TO APPROVE THE MEETING MINUTES OF JULY 18, 2023. VOTING YES WERE RODNEY DURR, MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

DEPARTMENT HEAD REPORTS

A MOTION WAS MADE BY JURETTA WELLS, SECONDED BY MIKE RILEY TO APPROVE THE DEPARTMENT HEAD REPORTS AS GIVEN. VOTING YES WERE RODNEY DURR, MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

I'm not here to contest the fact that my application to serve on the library board of trustees was rejected by the court. I am here to object to the court's policy and procedure in the matter.

Those interested in a trustee position were to fill out an application and submit it to the Library Director by a certain date. The opening was posted for months with instructions on how to proceed. Yet you have indicated that those who ignore the application process and reach out directly to you, the court, somehow indicates a more genuine interest to serve on committee. No where does it state that approaching the Fiscal Court is superior to submitting an application as instructed. That policy was not made public for other applicants to follow. Instead, they followed directions and were penalized. Mr Proctor did not and was appointed.

Qualifications to apply are to have a library card and be in good standing with the library. Suggested valuable qualities are: financial, legal, business experience; understanding county interests, needs, problems; knowledge of general social relations; good relations with the public. No where does it list a general or specific set of "beliefs" of any kind. No where does it state that an applicant for the library board of trustees is required to represent the Fiscal Court and your beliefs. And yet you made that the defining qualification to serve without a single interview of the applicants. How did you make the determination who does and doesn't have your beliefs? What gives you, the court, the authority to limit applicants based on their beliefs?

The whole process of appointing Mr Proctor to the Library Board of Trustees was [redacted] fraught with disrespect and discrimination. I hold you to a higher standard and once again, my ^{HOPE FOR} [redacted] a fair system and trust in policy and procedure have [redacted]. *Waned due to the court's lack of integrity and transparency*

CODE ENFORCEMENT – TOM BOND

Code Enforcement – August 1, 2023

June 2023 – ¹³~~12~~ Permits Issued

Single Family (New) – 7 Single Family (R/A) – 1 Accessory Buildings – 0
Commercial Building (New) – 0 Pole Building- 5 Manufactured Home - 0

	<u>FY 2022-2023</u>	<u>FY 2023-2024</u>
# of Permits	19	13
Cost of Const.	\$7,673,364	\$1,812,360
Total Sq. Ft.	196,216	35,925
Total Fees	\$17,665.64	\$6314.52

Zoning/Floodplain – No Changes

Code Enforcement –

New Addresses –

1518 Alton Rd.

210 Richwood Dr.

ROADS – GLENN HAWKINS

7/18/23 Cleaned out the shop

7/19/23 Cleaned out the shop

7/20/23 Cleaned out the shop

7/21/23 Cleaned out the shop

7/24/23 Side mowed on various roads

7/25/23 Side mowed on various roads

7/26/23 Side mowed on various roads

7/27/23 Side mowed on various roads

7/28/23 Side mowed on various roads,

7/31/23 Side mowed on various roads.

ANDERSON COUNTY PARKS & RECREATION

Park Report

August 1, 2023

1. Fall league sports have started sign ups and practicing. Soccer and football
2. Fall League softball and tball registration has started, and the deadline is August 12th.
3. Grant for pickleball and tennis court.
4. New shade at dog park.

ZONING ADMINISTRATION
DEPARTMENT HEAD REPORT JUNE & JULY 2023

BOARD OF ADJUSTMENTS MEETING June 15, 2022

The following items were addressed:

1. Conditional Use Amendment: The Board of Zoning Adjustments approved the owner Eddie Carey's request to amend his current conditional use permit to add three additional individuals, Chase Carey, Jarrod Carey, and Angie Fallis as permit holders, and to extend Saturday hours to 1:00 a.m. Sunday for the motor sports venue, and for a campground in an I-1 (Light Industry) zoning district for the property located at 2100 Harrodsburg Road, Lawrenceburg, Kentucky

BOARD OF ADJUSTMENTS MEETING July 20, 2022

1. Variance: The Board of Zoning Adjustments approved the owner Steven Smith's request for a variance to locate an accessory building in the front side yard rather than the rear yard in an A-1 (Agricultural) zoning district for the property located at 1463 Puckett Road, Lawrenceburg, KY 40342.
2. Conditional Use Permit: The Board of Zoning Adjustments tabled the applicant Greenleaf Environmental Services, LLC (owners Chris and Melissa Hanks) request for a conditional use permit for a trucking terminal in an I-1 (Light Industry) zoning district for the property situated on the north side of Bonds Mill Road, approximately 285 feet west of the intersection of Bonds Mill Road and Bypass 127 (Harrodsburg Road), Lawrenceburg, KY 40342 until a safety and volume traffic study can be performed and a detailed development plan submitted to the Board.

THERE IS NO UPCOMING BOARD OF ADJUSTMENTS MEETING FOR AUGUST 17, 2023.

LAWRENCEBURG/ANDERSON CO., KY JOINT PLANNING COMMISSION
DEPARTMENT HEAD REPORT JUNE AND JULY 2023

ADMINISTRATIVE PLAN REVIEW JUNE/JULY 2023:

Renee Evans reviewed and approved the following:
18 – Minor residential/agricultural division plats

NO PLANNING COMMISSION MEETING IN JUNE 2023

PLANNING COMMISSION MEETING JULY 11, 2023:

- 1) **Zone Change:**
Owners Eddie Hanks and Steve Carrier requested a zone change from A-1 (Agriculture) to R-1 (Single Family Residential) for property containing 1.40 acres and located on the north side of KY Hwy 151, approximately 1.83 miles north of the intersection of KY Hwy 151 and US Hwy 127, Lawrenceburg, KY. The Planning Commission found this requested zone change to be in conformity with the Comprehensive Plan and subsequently granted it.
- 2) **Amended Development Plan:**
The Planning Commission approved an amended development plan submitted by the owner BG/127 Truck Stop LLC to increase the size of a canopy over the proposed gas tanks and walkway to the truck stop for the subject property located at 1999 Harrodsburg Road, Lawrenceburg, KY.
- 3) **Amended Development Plan:**
The Planning Commission approved an amended development plan submitted by the Owner Brad Simmons to construct 8 (eight) warehouses for the subject property located on Lot #7 of Briar Creek Crossings, Lawrenceburg, KY.
- 4) **Comprehensive Plan Progress:**
Conceptual plans and maps were discussed at the meeting for the Planning Commission to review and submit comments for the next regularly scheduled meeting.

UPCOMING MEETING FOR THE PLANNING COMMISSION ON AUGUST 8, 2023

- 1) **Docket # 23-004 Zone Change:**
Owners Anderson Distilling Company by Greg & Katie Keeley are requesting a zone change from A-1 (Agriculture) and B-3 (Highway Service Business) to I-2 (Heavy Industry) for the subject property located at 1319 Versailles Road, Lawrenceburg, KY 40342. The applicant's proposed use is a small distillery and above ground storage of alcohol.
- 2) **Docket # 23-005 Zone Change:**
Applicant Andrew Prokulevich is requesting a zone change from I-1 (Light Industry) to B-3 (Highway Service Business) for the subject property located at 1006 Commercial Drive, Lawrenceburg, KY 40342. The applicants purposed use is retail sales.
- 3) **Lawrenceburg/Anderson County Comprehensive Plan Progress:**
Comments on proposed changes to the Comprehensive Plan and maps will be discussed. This is not a public hearing to adopt the Comprehensive plan.

SHERIFF – JOE MILAM

THE SHERIFF'S DEPARTMENT CURRENTLY HAS AN OPEN POSITION. AS OF AUGUST 1ST, THEY HAVE FIVE APPLICANTS.

THE GOLF CART RAFFLE WILL BE GEARING UP OVER THE NEXT TWO WEEKS TO HELP FUND THE SHOP-WITH-A-DEPUTY PROGRAM.

THIS SATURDAY, THE D.A.R.E. PROGRAM WILL BE TAKING STUDENTS TO BUY SHOES FOR SCHOOL.

COUNTY CLERK – JASON DENNY

ELECTION OFFICERS ARE STILL NEEDED FOR THE UPCOMING NOVEMBER ELECTION.

EXECUTIVE ORDER 2023-23

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY DAVID MONTGOMERY TO APPROVE EXECUTIVE ORDER 2023-23. VOTING YES WERE RODNEY DURR, MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.



ANDERSON COUNTY
EJO6 PG205

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

Konny Barnett
District 6

EXECUTIVE ORDER #2023-23

August 1, 2023

Pursuant to KRS 67.710(7) 1, Orbrey Gritton, County Judge/Executive of Anderson County, do hereby promote/appoints Chris Lee as a EMT at \$13.52 an hour (effective July 27, 2023), Lawrenceburg, Kentucky, for Anderson County.

Said Position will be Full-time

Upon a motion by Magistrate Rodney Durr, seconded by Magistrate David Montgomery with yea and nay votes as follows, by the Anderson County Fiscal Court meeting on this 1st day of August, 2023, hereby approves this Executive Order.

Rodney Durr	<u>YES</u>	Dean Durr	<u>YES</u>
Mike Riley	<u>YES</u>	David Montgomery	<u>YES</u>
Juretta Wells	<u>YES</u>	Kenny Barnett	<u>YES</u>
Orbrey Gritton	<u>YES</u>		

Orbrey Gritton
ORBREY GRITTON

County Judge/Executive

Jason Denny
ATTEST: JASON DENNY

Anderson County Court Clerk

DOCUMENT NO: 279394
RECORDED: August 01, 2023 02:12:00 PM
TOTAL FEES: \$0.00
COUNTY CLERK: JASON DENNY
DEPUTY CLERK: JAIME PHILLIPS
COUNTY: ANDERSON COUNTY
BOOK: EJO6 PAGES: 205 - 205

EXECUTIVE ORDER 2023-24

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY RODNEY DURR TO APPROVE EXECUTIVE ORDER 2023-24. VOTING YES WERE RODNEY DURR, MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.



ANDERSON COUNTY
EJO6 PG206

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

EXECUTIVE ORDER #2023-24

August 1, 2023

Pursuant to KRS 67.710(7) I, Orbrey Gritton, County Judge/Executive of Anderson County, do hereby promote/appoints Alexis Peyton as a EMT at \$13.62 an hour (effective July 27, 2023), Lawrenceburg, Kentucky, for Anderson County.

Said Position will be Full-time

Upon a motion by Magistrate Kenny Barnett, seconded by Magistrate Mike Riley, with yea and nay votes as follows, by the Anderson County Fiscal Court meeting on this 1st day of August, 2023, hereby approves this Executive Order.

Rodney Durr	YES	Dean Durr	YES
Mike Riley	YES	David Montgomery	YES
Juretta Wells	YES	Kenny Barnett	YES
Orbrey Gritton	YES		

ORBREY GRITTON
County Judge/Executive

ATTEST: JASON DENNY
Anderson County Court Clerk

DOCUMENT NO: 279395
RECORDED: August 01, 2023 02:12:00 PM
TOTAL FEES: \$0.00
COUNTY CLERK: JASON DENNY
DEPUTY CLERK: JAMIE PHILLIPS
COUNTY: ANDERSON COUNTY
BOOK: EJO6 PAGES: 205 - 206

BILLS LIST AND ADDENDUM B

A MOTION WAS MADE BY JURETTA WELLS, SECONDED BY RODNEY DURR TO APPROVE THE BILLS LIST AND ADDENDUM B. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MIKE RILEY RECUSED. MOTION PASSED 6 YES – 1 RECUSE.

**Anderson County Fiscal Court
Bill List
August 1, 2023**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<u>A & J Tire</u>			
A & J Tire	P.O.# 60518	5904 · Jall Vehicle Repair & Maint.	45.85
A & J Tire	P.O.# 60528	5904 · Jall Vehicle Repair & Maint.	88.02
Total A & J Tire			114.97
<u>ACHS 10th Grade Girls Basketball</u>			
ACHS 10th Grade Girls Basketball	P.O.# 60467	5069 - Litter Abatement	1,014.50
Total ACHS 10th Grade Girls Basketball			1,014.50
<u>ACHS 11th Grade Girls Basketball</u>			
ACHS 11th Grade Girls Basketball	P.O.# 60484	5069 - Litter Abatement	1,010.60
Total ACHS 11th Grade Girls Basketball			1,010.60
<u>ACHS 12th Grade Girls Basketball Team</u>			
ACHS 12th Grade Girls Basketball Team	P.O.# 60488	5069 - Litter Abatement	1,060.60
Total ACHS 12th Grade Girls Basketball Team			1,060.50
<u>Advanced Turf Solutions</u>			
Advanced Turf Solutions	P.O.# 60513	5504 · Park Supplies and Equip.	394.24
Total Advanced Turf Solutions			394.24
<u>Airgas</u>			
Airgas	P.O. # 60468	5201 · Medical Supplies - Dispos...	608.58
Total Airgas			608.58
<u>Amazon Capital Services</u>			
Amazon Capital Services	P.O. # 60473	5314 · EMS Office Supplies	199.98
Amazon Capital Services	P.O. # 60472	5310 · EMS Bldg. Maint. & Repair	369.60
Amazon Capital Services	P.O. # 60471	5309 · EMS Vehicle Maint. & Re...	1,156.21
Total Amazon Capital Services			1,725.97
<u>Amber Perraut</u>			
Amber Perraut	P.O.# 60534	5205 · EMS Education Program	180.55
Total Amber Perraut			180.55
<u>Anderson County Clerk</u>			
Anderson County Clerk	P.O.# 60487	5021 · County Clerk Fees	50.00
Total Anderson County Clerk			50.00
<u>Anderson County Farm Service</u>			
Anderson County Farm Service	P.O.# 60506	5453 · Solid Waste Supplies & E...	88.85
Total Anderson County Farm Service			88.85
<u>Animal Clinic</u>			
Animal Clinic	P.O.# 60455	5432 · Veterinarian Charges	35.00
Total Animal Clinic			35.00
<u>Austin Mattingly</u>			
Austin Mattingly	P.O.# 60406	4034 · Park Facility Rental	112.50
Total Austin Mattingly			112.50
<u>Baptist Health Medical Group</u>			
Baptist Health Medical Group	P.O.# 60524	5601 · CDL Drug Testing & Phys...	101.00
Total Baptist Health Medical Group			101.00

Anderson County Fiscal Court
Bill List
August 1, 2023

Source Name	Memo	Account	Paid Amount
<u>Bates Security</u>			
Bates Security	P.O.# 60505	5602 · Road Bldg. Maintenance	75.50
Total Bates Security			75.50
<u>Bill Curtisinger</u>			
Bill Curtisinger	Nextel Reimb	5917 · Employee Nextel Reimbur...	10.00
Total Bill Curtisinger			10.00
<u>Blue Ridge Office</u>			
Blue Ridge Office	P.O.# 60462	5146 · Office Supplies	290.53
Total Blue Ridge Office			290.53
<u>Bluegrass Area Development District</u>			
Bluegrass Area Development District	P.O.# 60504	5522 · Bluegrass ADD Program ...	2,303.58
Total Bluegrass Area Development District			2,303.58
<u>Canon Financial Services, Inc.</u>			
Canon Financial Services, Inc.	P.O. # 60461	5144 · Copier Lease - Annex	13.75
Total Canon Financial Services, Inc.			13.75
<u>Chelsea Norris'</u>			
Chelsea Norris'	P.O.# 60533	5205 · EMS Education Program	180.55
Total Chelsea Norris'			180.55
<u>County Equipment East</u>			
County Equipment East	P.O.# 60432	5504 · Park Supplies and Equip...	11.44
County Equipment East	P.O.# 60433	5504 · Park Supplies and Equip...	42.00
Total County Equipment East			53.44
<u>David Montgomery (exp)</u>			
David Montgomery (exp)		5053 · Magistrate Expenses	150.00
Total David Montgomery (exp)			150.00
<u>De Lage Landen Financial</u>			
De Lage Landen Financial	P.O.# 60477	5306 · EMS Lease - Copier Mac...	186.46
Total De Lage Landen Financial			186.46
<u>Dean Durr (exp)</u>			
Dean Durr (exp)		5053 · Magistrate Expenses	150.00
Total Dean Durr (exp)			150.00
<u>Dude's Muffler & Brake</u>			
Dude's Muffler & Brake	P.O. # 60522	5525 · Miscellaneous & Reserve	322.25
Total Dude's Muffler & Brake			322.25
<u>Emergency Medical Products</u>			
Emergency Medical Products	P.O. # 60478	5201 · Medical Supplies - Dispos...	880.64
Total Emergency Medical Products			880.64
<u>Fluid Power Solutions</u>			
Fluid Power Solutions	P.O. # 60516	5617 · Road Parts	12.45
Total Fluid Power Solutions			12.45
<u>Forward Edge</u>			
Forward Edge	P.O.# 60457	5461 · Drug Testing - Employees	144.00
Total Forward Edge			144.00

Anderson County Fiscal Court
Bill List
August 1, 2023

Source Name	Memo	Account	Paid Amount
<u>Frankfort Ford</u>			
Frankfort Ford	P.O.#60519	5617 - Road Parts	930.91
Total Frankfort Ford			930.91
<u>Freedom Tactical</u>			
Freedom Tactical	P.O.# 60507	5046 - Coroner Uniforms	25.00
Total Freedom Tactical			25.00
<u>IMI</u>			
IMI	P.O.# 60488	5617 - Road Parts	608.00
Total IMI			608.00
<u>Jael Cobb</u>			
Jael Cobb	P.O.# 60492	4034 - Park Facility Rental	200.00
Total Jael Cobb			200.00
<u>Jason Cubert</u>			
Jason Cubert	P.O. # 60495	5180 - Attorney Fees	120.00
Total Jason Cubert			120.00
<u>Jason Denny (County Clerk)</u>			
Jason Denny (County Clerk)	Expense	5020 - Clerk of the Fiscal Court	497.16
Total Jason Denny (County Clerk)			497.16
<u>Joe Milam, Sheriff</u>			
Joe Milam, Sheriff	Monthly Funding	5031 - Sheriff Program Support	10,094.82
Total Joe Milam, Sheriff			10,094.82
<u>Johnson's Small Engine & Farm Supply</u>			
Johnson's Small Engine & Farm Supply	P.O.# 60464	5504 - Park Supplies and Equip...	234.94
Johnson's Small Engine & Farm Supply	P.O.# 60469	5504 - Park Supplies and Equip...	128.00
Total Johnson's Small Engine & Farm Supply			362.94
<u>Juretta Wells (exp)</u>			
Juretta Wells (exp)		5053 - Magistrate Expenses	150.00
Total Juretta Wells (exp)			150.00
<u>KACO Leasing Trust-County Clerk Office-#2</u>			
KACO Leasing Trust-County Clerk Office-#2	P.O.# 60498	6026 - County Clerk Office-Serie...	1,938.48
Total KACO Leasing Trust-County Clerk Office-#2			1,938.48
<u>Kaco Leasing Trust-Sheriff BACH#41</u>			
Kaco Leasing Trust-Sheriff BACH#41	P.O.# 60503	6037 - Sheriff Vehicle	5,871.45
Total Kaco Leasing Trust-Sheriff BACH#41			5,871.45
<u>Kaco Leasing Trust-Sheriffs - 2011 C</u>			
Kaco Leasing Trust-Sheriffs - 2011 C	P.O. # 60497	5039 - Sheriff Bldg Loan-C Bonds	2,404.16
Total Kaco Leasing Trust-Sheriffs - 2011 C			2,404.16
<u>Kaco Leasing Trust - AEMS #40</u>			
Kaco Leasing Trust - AEMS #40	P.O.# 60502	5311 - Ambulance Payments-31...	4,061.13
Total Kaco Leasing Trust - AEMS #40			4,061.13
<u>KACO Leasing Trust - Heart Monitors</u>			
KACO Leasing Trust - Heart Monitors	#32 Heart Monitors	5313 - Equipment Lease/Purchase	2,499.05
Total KACO Leasing Trust - Heart Monitors			2,499.05

Anderson County Fiscal Court
Bill List
August 1, 2023

Source Name	Memo	Account	Paid Amount
<u>Kaco Leasing Trust - Voting Machines</u>			
Kaco Leasing Trust - Voting Machines	P.O.# 60500	6028 - Voting Machine Lease Pa...	3,236.31
Total Kaco Leasing Trust - Voting Machines			3,236.31
<u>Kaco Leasing Trust -Coroner Van</u>			
Kaco Leasing Trust -Coroner Van	P.O. # 60501	5047 - Coroner Vehicle Lease P...	1,127.26
Total Kaco Leasing Trust -Coroner Van			1,127.26
<u>Kenneth Barnett (exp)</u>			
Kenneth Barnett (exp)		5053 - Magistrate Expenses	150.00
Total Kenneth Barnett (exp)			150.00
<u>Lexington Urgent Care</u>			
Lexington Urgent Care	P.O.# 80480	5201 - Medical Supplies - Dispos...	25.00
Total Lexington Urgent Care			25.00
<u>Life Assist</u>			
Life Assist	P.O.# 60481	5201 - Medical Supplies - Dispos...	1,705.20
Total Life Assist			1,705.20
<u>Lil' Jack's Signs & Auto Graphics</u>			
Lil' Jack's Signs & Auto Graphics	P.O.# 60516	5504 - Park Supplies and Equip...	93.00
Lil' Jack's Signs & Auto Graphics	P.O.# 60509	5504 - Park Supplies and Equip...	150.00
Total Lil' Jack's Signs & Auto Graphics			243.00
<u>Linda Curtisinger</u>			
Linda Curtisinger		5915 - Jail Nextel Phones	10.00
Total Linda Curtisinger			10.00
<u>Lonnie Shelton</u>			
Lonnie Shelton	P.O.# 60511	6601 - CDL Drug Testing & Phys...	95.00
Lonnie Shelton	P.O.# 60452	4031 - Misc. Receipts	45.00
Total Lonnie Shelton			140.00
<u>Mago Construction</u>			
Mago Construction	P. O. # 60494	5626 - Contract Highway Paving	61,483.52
Mago Construction	P. O. # 60454	5626 - Contract Highway Paving	86,265.71
Total Mago Construction			137,749.23
<u>Mark A. Sloan</u>			
Mark A. Sloan	Medical Director	5200 - Medical Director	1,000.00
Total Mark A. Sloan			1,000.00
<u>Mike Riley (Exp)</u>			
Mike Riley (Exp)	Magistrate Expense Check	5053 - Magistrate Expenses	150.00
Total Mike Riley (Exp)			150.00
<u>Robert Wiedo (exp)</u>			
Robert Wiedo (exp)		6012 - Co. Attorney Office Allow...	400.00
Total Robert Wiedo (exp)			400.00
<u>Rodney Durr</u>			
Rodney Durr		5053 - Magistrate Expenses	150.00
Total Rodney Durr			150.00

Anderson County Fiscal Court
Bill List
August 1, 2023

Source Name	Memo	Account	Paid Amount
<u>SMS Tire Processing</u>			
SMS Tire Processing	P.O.# 60403	6007 · Recycle Program(Tires & ...	1,302.00
Total SMS Tire Processing			1,302.00
<u>Southeastern Emergency Physicians</u>			
Southeastern Emergency Physicians	P.O.# 60517	5910 · Jail Routine Medical	74.05
Total Southeastern Emergency Physicians			74.05
<u>Southern Petroleum</u>			
Southern Petroleum	P.O.# 60483	5312 · EMS Fuel	1,687.59
Total Southern Petroleum			1,687.59
<u>Terry Duckwall</u>			
Terry Duckwall		5917 · Employee Nextel Reimbur...	10.00
Total Terry Duckwall			10.00
<u>Tree Works</u>			
Tree Works	P.O.# 60483	5525 · Miscellaneous & Reserve	4,750.00
Total Tree Works			4,750.00
<u>W. Dudley Shryock (exp)</u>			
W. Dudley Shryock (exp)		5081 · Co. Treasurer Office Allo...	598.92
Total W. Dudley Shryock (exp)			598.92
TOTAL			195,434.01

**Anderson County Fiscal Court
Bill List-Addendum B
August 3, 2023**

Source Name	Memo	Account	Paid Amount
<u>Capital One</u>			
Capital One	P.O.# Various	5201 · Medical Supplies - Disp...	284.47
Capital One	P.O.# Various	5072 · Office Supplies	186.73
Capital One	P.O.# Various	5146 · Office Supplies	20.32
Capital One	P.O.# Various	5434 · Animal Shelter Supplies	1,127.82
Capital One	P.O.# Various	5452 · Solid Waste Office Sup...	138.69
Capital One	P.O.# Various	5497 · Park Custodial Supplies	49.11
Total Capital One			1,807.14
<u>Edmondson Plumbing</u>			
Edmondson Plumbing	P.O.# Various	5617 · Road Parts	83.68
Edmondson Plumbing	P.O.# Various	5453 · Solid Waste Supplies &...	14.97
Edmondson Plumbing	P.O.# Various	5614 · Road Garage Supplies	539.75
Edmondson Plumbing	P.O.# Various	5614 · Road Garage Supplies	102.97
Edmondson Plumbing	P.O.# Various	5504 · Park Supplies and Equi...	19.45
Edmondson Plumbing	P.O.# Various	5617 · Road Parts	77.58
Total Edmondson Plumbing			818.40
<u>Hytt Plumbing & HVAC</u>			
Hytt Plumbing & HVAC	P.O.# 60531	5614 · Road Garage Supplies	737.51
Total Hyatt Plumbing & HVAC			737.51
<u>Lawrenceburg Supply</u>			
Lawrenceburg Supply	P.O.# Various	5504 · Park Supplies and Equi ..	52.48
Lawrenceburg Supply	P.O.# Various	5617 · Road Parts	114.60
Lawrenceburg Supply	P.O.# Various	5024 · County Clerk Building ...	6.49
Lawrenceburg Supply	P.O.# Various	5614 · Road Garage Supplies	214.00
Lawrenceburg Supply	P.O.# Various	5614 · Road Garage Supplies	6.75
Total Lawrenceburg Supply			394.33
<u>Lowe's Home Improvement</u>			
Lowe's Home Improvement	P. O. # Various	5433 · Animal Shelter Mainten...	930.00
Lowe's Home Improvement	P. O. # Various	5614 · Road Garage Supplies	376.49
Total Lowe's Home Improvement			1,306.49
<u>Wright Implement 1 L.L.C</u>			
Wright Implement 1 L.L.C	P.O.# 60402	5622 · Road Tools	1,321.62
Total Wright Implement 1 L.L.C			1,321.62
TOTAL			6,385.49

BILLS LIST ADDENDUM A

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY RODNEY DURR TO APPROVE BILLS LIST ADDENDUM A FOR MARY & MARTHA'S. VOTING YES WERE RODNEY DURR, MIKE RILEY, JURETTA WELLS, DEAN DURR, AND KENNY BARNETT. ORBREY GRITTON AND DAVID MONTGOMERY RECUSED. MOTION PASSED 5 YES – 2 RECUSE.

**Anderson County Fiscal Court
Bill List-Addendum A
August 2, 2023**

<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. # 60486	5140 - Courthouse Contract Cl...	1,985.00
Total Mary and Martha's Cleaning Service			1,985.00
TOTAL			1,985.00

ADJOURN

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY RODNEY DURR TO ADJOURN. VOTING YES WERE RODNEY DURR, MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

HONORABLE ORBREY GRITTON
ANDERSON COUNTY JUDGE EXECUTIVE



COMMONWEALTH OF KENTUCKY

TASHA HELLARD, ANDERSON COUNTY JAILER

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

JULY 2023 FISCAL COURT REPORT

There were 65 people arrested for the month of July with 129 total charges. This is 19 more than last month with 56 more charges. We currently have 32 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 for the month 36

Total number of inmates transported for Court 75

Total number of transports for the month 139

We used 312 gallons of fuel at a cost of \$1,036.29

Total inmate housing for the month from Shelby County \$44,975.00

I collected \$593.67 from the state for transporting felony inmates.

AI's	2
DUI's	14

Felony Charges

Possession of controlled substance 1 st degree	3
Trafficking in a controlled substance 1 st	2
Burglary 3 rd	1
Wanton Endangerment 1 st	1
Tampering with physical evidence	2
Unlawful transaction with minor 1 st degree	4
Promoting sex performance by minor u/18	1
Prohibited use of electronic communication system to procure minor	1
Rape 3 rd degree	1
Sodomy 3 rd degree	2

Sexual abuse 1 st	2
Strangulation 1 st degree	1
Assault 3 rd degree-Police/Probation Officer	1

Individual Charges

Operating on suspended/revoked license 1 st	1
Operating on DUI suspended license 1 st	1
Operating on DUI suspended license 2 nd	1
Failure to surrender revoked license	1
Theft by unlawful taking shoplifting	4
Terroristic Threatening 3 rd	1
Assault 4 th (domestic violence) minor injury	2
Assault 4 th degree (no visible injury)	1
Public Intoxication	4
Resisting arrest	3
Obstructing a highway	1
Disorderly conduct 2 nd	3
Attempt fleeing or evading police 2 nd (on foot)	1
Wanton Endangerment 2 nd degree	2
Operating motor vehicle under influence 2 nd	2
Open container of alcohol in a motor vehicle	8
Ignition interlock driver license-use violation	1
Possession of drug paraphernalia	5
Possession of marijuana	3
Criminal mischief 2 nd	1
Failure of owner to maintain required insurance	1
Failure of non-owner to maintain required insurance	1
No Motorcycle/operator's license	5

Failure to notify address change to Department of Transportation	1
Failure to register transfer of motor vehicle	1
Leaving scene of accident-failure to render aid or assistance	1
Endangering the welfare of a minor	1
Unlawful transaction with a minor 3 rd degree	1

Traffic

* No registration plates	2
*No registration receipt	2
*No expired other state registration receipt or plate	1
*Failure to wear seatbelt	5
*Booster seat violation	1
*Careless driving	2
*Reckless driving	6
*Failure to produce insurance card	5
*No tail lamps	2
*No rear-view mirror	1
*No brake lights	1
*Speeding over limit	1
* Disregarding stop sign	2
*Failure to improper signal	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 Sherriff's Department, Kentucky State Police and probation and parole that patrol our county on a regular basis.



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: 8-1-23

Year and Make of Vehicle:	<u>03 Ford</u>	<u>12 Chevy</u>	<u>19 Ford</u>
Ending Mileage for the Month:	<u>388894</u>	<u>352670</u>	<u>86227</u>
Beginning Mileage for the Month:	<u>388732</u>	<u>351389</u>	<u>82527</u>
Miles driven for the Month:	<u>162</u>	<u>1,281</u>	<u>3,700</u>

Date:	Gallons/Costs	Mileage
1. 7-3-23	14 \$45.00	82714
2. 7-5-23	21 \$68.82	351389
3. 7-8-23	15 \$55.01	83024
4. 7-9-23	12 \$38.00	83212
5. 7-11-23	21 \$67.46	351722
6. 7-12-23	15 \$48.20	83460
7. 7-13-23	20 \$63.16	352034
8. 7-15-23	15 \$50.65	83732
9. 7-16-23	16 \$55.00	84014
10. 7-18-23	17 \$54.00	84307
11. 7-19-23	10 \$32.50	84512
12. 7-20-23	17 \$54.68	84818
13. 7-21-23	16 \$49.80	352276
14. 7-24-23	12 \$45.47	388840
15. 7-24-23	14 \$47.00	85066
Total fuel	<u>312</u>	Total Costs
		<u>\$1,036.29</u>
16. 7-25-23	19 \$60.00	85398
17. 7-24-23	13 \$41.50	85632
18. 7-27-23	29 \$86.54	352654
19. 7-29-23	8 \$29.10	85766
20. 7-30-23	13 \$41.40	85979

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 hereto.

“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
Sr. Manager, Government Affairs
5026 S. Hwy. 27
Somerset, Kentucky 42501
Email:

carla.sandusky@charter.com

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 ___ day of _____, 2025.

ANDERSON COUNTY, KENTUCKY

Signature:

Name/Title:

Accepted this ___ day of _____, 2023, subject to applicable federal and Commonwealth law.

SPECTRUM MID-AMERICA, LLC

By: Charter Communications, Inc., its Manager

Signature:

Name/Title:



ANDERSON COUNTY SHERIFF'S OFFICE

Sheriff Joe Milam
208 South Main Street
Lawrenceburg, Kentucky 40342

August 8, 2023

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 July 1, 2023 through July 31, 2023:

Waiting on Fee Claim \$12,562.08

State	102.20	Commission	4.54
County	111.98	Commission	4.97
School	548.32	Commission	16.96
Library	63.11	Commission	2.80
Health	26.66	Commission	1.18
Fire	91.90	Commission	.93
Extension	12.44	Commission	.55
School Int	\$50.06		
S.O. Int	\$1.55		
Refunds	\$0		
S.O. Fees	\$0		
Business License Collections	\$10,650.00		
County	\$7,455.00		
S.O.	\$3,195.00		

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 ____ day of August, 2023 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 ____ day of August, 2023.

Anderson County Clerk