



# 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

**Kenton Bottoms**  
District 3

**Dean Durr**  
District 4

**David Montgomery**  
District 5

**Kenny Barnett**  
District 6

## FISCAL COURT AGENDA

September 17, 2024

Meeting 7:00 p.m.

1. Call to Order and Roll Call
2. Invocation (District #2) & Pledge
3. Approval of Meeting Minutes for September 3, 2024
3. Visitors would you like to introduce yourself?
4. Department Head Reports
5. Safety Committee Meeting Minutes
6. Road
  - a. Resolution
  - b. Agreement
7. Sheriff's Report
8. Approval of Bill List
9. Other Business
10. Adjourn

**ANDERSON COUNTY FISCAL COURT**

**REGULAR MEETING**

**SEPTEMBER 3, 2024**

**10:00 A.M.**

**COUNTY JUDGE EXECUTIVE ORBREY GRITTON, III**

**COUNTY ATTORNEY ROBERT WIEDO**

THE ANDERSON COUNTY FISCAL COURT MET ON SEPTEMBER 3, 2024, AT 10:00 A.M. JUDGE EXECUTIVE ORBREY GRITTON CALLED THE MEETING TO ORDER. THOSE ANSWERING ROLL CALL WERE RODNEY DURR, MIKE RILEY, KENTON BOTTOMS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. RODNEY DURR GAVE THE INVOCATION FOR DISTRICT 1.

**AUGUST 12, 2024 SPECIAL CALLED MEETING MINUTES**

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DAVID MONTGOMERY TO APPROVE THE SPECIAL CALLED MEETING MINUTES FROM AUGUST 12, 2024. VOTING YES WERE RODNEY DURR, MIKE RILEY, KENTON BOTTOMS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

**AUGUST 20, 2024 MEETING MINUTES**

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY DAVID MONTGOMERY TO APPROVE THE MEETING MINUTES FROM AUGUST 20, 2024. VOTING YES WERE RODNEY DURR, MIKE RILEY, KENTON BOTTOMS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

**VISITORS**

STATE REPRESENTATIVE JAMES TIPTON DISCUSSED ROAD PROJECTS SUCH AS THE IMPROVEMENTS TO HWY 62 FROM HILLTOP TO THE KENTUCKY RIVER. COUNTY FIRE CHIEF BRAD DURR AND DEPUTY CHIEF JIMMY ROBINSON WERE IN ATTENDANCE FOR A PRESENTATION.

**DEPARTMENT HEAD REPORTS**

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

Department Head Report  
Anderson County Department of Public Safety EMS/EM  
9/3/2024

- 8/22/24 – Dep. Shuttleworth attended the area EM meeting in Frankfort.
- 8/23/24 – Dir. Powell traveled to Hazard to teach Large Animal Rescue at the Hazard Fire School.
- 8/24,25/24 – Dir. Powell teaching L.A.R. at the Hazard Fire School.  
EMS had 2 staff members attend as students. We had two ACFD firefighters attend.
- 8/27/24 – Dir. Powell met with an investigator from the O.I.G's office relating to two investigations that did not involve our agency.
- 8/27/24 – Major Womack attended a meeting with Trail Blazer's Academy.  
Major Womack serves as a new advisory council member.
- 8/31/24 - ACDPS, EMS/EM, LFD, ACFD, ACSO,LPD and one animal control officer conducted a search for a missing 8 YO. The subject was found safe after a two-hour search.
- 8/31/24 – ACDPS EMS/EM, LFD and LP conducted a search for a missing 10 YO and 11 YO boy. The two were found within 45 minutes walking on US 127.
- 9/1/24 – ACDPS EMS/EM, ACFD, LFD, ACSO conducted a search for a missing adult female with a disability. The subject was found safe after a 1 ½ search.

Note: We still have 3 employee's off on medic leave..

CODE ENFORCEMENT-TOM BOND

**Code Enforcement – September 3, 2023**

**August 2023 – 13 Permits Issued**

**Single Family (New) – 4   Addition – 1   Accessory Buildings – 1**

**Commercial Building (Solar) – 4   Pole Building- 2   Deck - 1**

	<u>FY 2023-2024</u>	<u>FY 2024-2025</u>
# of Permits	28	27
Cost of Const.	\$3,651,920	\$3,163,570
Total Sq. Ft.	73,255	43,523
Total Fees	\$11,355.08	\$9,745.44

Zoning/Floodplain – No Changes

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**Code Enforcement –**

**1711 Main St. Tyrone**

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**New Addresses –**

**1501 Alton Station Dr.**

**1069 Green Acres Rd.**

**1738 Alton Station Rd.**

**1115 Crask Rd.**

**ANDERSON COUNTY PARKS & RECREATION**

Park Report

September 3, 2024

1. Fall softball and tball has started, play games on Monday and Thursday nights.
2. Glenn and his crew have been working on the football field getting close to completion.
3. Getting ready to start on tennis/pickleball courts.

COUNTY CLERK – JASON DENNY

County Clerk Jason Denny informed the court that the County Board of Elections was still short 15-20 Election Officers for the November 5<sup>th</sup> Election. He asked those in attendance to sign up and to encourage family and friends to do the same. He told the Court that the Secretary of State would be certifying the ballot on September 9<sup>th</sup> and that our equipment would be set on September 18<sup>th</sup>. He announced that the absentee portal would open on September 21<sup>st</sup> and close on October 22<sup>nd</sup>. Voters can go to [elect.ky.gov](http://elect.ky.gov) to request a ballot by mail. Jason brought up the recent gas leak as an example of the need for preparedness. He told the Court that Anderson County had a very comprehensive contingency plan but would be working with our Emergency Responders to update it before the General Election.

Jason told the Court that as of October 2023, the county was owed \$ 18,974,668.59 from property owners. The Sheriff's Office collected 99% of that total. When the bills were sent to the Clerk's Office, only \$ 187,692.21 was left owed. According to KRS, the County Attorney sent out letters to notify the Delinquent Taxpayers that they had until August 22<sup>nd</sup> to pay their taxes, to avoid a 3<sup>rd</sup> party from buying them, adding severe penalties and interest to the totals. As of August 31<sup>st</sup>, the Sheriff, County Attorney and Clerk's Offices have collected 99.99% leaving only \$ 26,015.35 owed to the taxing districts.

SHERIFF – JOE MILAM

Sheriff Joe Milam announced that his office had posted a generator and several vehicles on GOV DEALS. On a personal note: he warned the Court members of one of his cousins, that had just got out of jail, going around the community and insinuating that Joe was supporting him. He wanted the court to know that the cousin was a convicted sex offender among other things.

**FIRE PREVENTION CODE/KNOX BOX**

NEWLY APPOINTED COUNTY FIRE CHIEF BRAD DURR CAME BEFORE THE COURT TO ASK FOR A FIRE PREVENTION CODE AND KNOX BOX ORDINANCE. THE FIRE PREVENTION CODE ALLOWS FIRE FIGHTERS TO GO INTO BUSINESS' AND ASSESS THE SITUATION AND MAKE CORRECTIVE SUGGESTIONS AND ENCOURAGE OWNERS/MANAGERS TO MAKE CORRECTIONS, RESULTING IN A SAFFER PLACE. THE KNOX BOX ORDINANCE COULD MANDATE THAT ALL NEW BUSINESS'S INSTALL KNOX BOXES AT THE ENTRANCES OF THE BUILDINGS. THESE BOXES WOULD CONTAIN KEYS TO THE BUILDING, PREVENTING FIRE FIGHTERS AND OTHER EMERGENCY RESPONDERS FROM BREAKING GLASS OR DOORS TO GAIN ENTRY TO PUT OUT A FIRE, ETC. JUDGE GRITTON FORMED A COMMITTEE OF KENNY BARNETT, DEAN DURR, COUNTY ATTORNEY ROBERT WIEDO, AND HIMSELF TO WORK ON AN ORDINANCE TO ADDRESS BOTH ISSUES AND REPORT BACK TO THE COURT AND THE FIRE DISTRICT.

**1<sup>ST</sup> READING-ORDINANCE 2024-6 TONY HAPPENY**

THE 1<sup>ST</sup> READING OF ORDINANCE 2024-6 FOR PROPERTY ON FAIRMOUNT ROAD TOOK PLACE. IF PASSED, THE 4.2 ACRES OWNED BY TONY HAPPENY CURRENTLY ZONED A-1 WOULD BE CHANGED TO A-2.

**1<sup>ST</sup> READING-ORDINANCE 2024-STEVE COLEMAN**

THE 1<sup>ST</sup> READING OF ORDINANCE 2024- FOR PROPERTY ON GILBERTS CREEK ROAD TOOK PLACE. IF PASSED, THE 15.6 ACRES OWNED BY STEVE COLEMAN CURRRENTLY ZONED A-1 WOULD BE CHANGED TO I-2.

**COUNTY CLERK-AUGUST 2024 ADVALOREM TAX**

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY MIKE RILEY TO ACCEPT A CHECK IN THE AMOUNT OF \$34,314.55 FROM THE COUNTY CLERK FOR THE AUGUST 2024 ADVALOREM TAX. VOTING YES WERE RODNEY DURR, MIKE RILEY, KENTON BOTTOMS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

**COUNTY CLERK-AUGUST 2024 DELINQUENT TAX**

A MOTION WAS MADE BY DEAN DURR, SECONDED BY MIKE RILEY TO ACCEPT A CHECK IN THE AMOUNT OF \$2,835.88 FROM THE COUNTY CLERK FOR THE AUGUST 2024 DELINQUENT TAX. VOTING YES WERE RODNEY DURR, MIKE RILEY, KENTON BOTTOMS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

**COUNTY CLERK-AUGUST 2024 STORAGE FEES**

A MOTION WAS MADE BY DAVID MONTGOMERY, SECONDED BY DEAN DURR TO ACCEPT A CHECK IN THE AMOUNT OF \$3,810.00 FROM THE COUNTY CLERK FOR THE AUGUST 2024 STORAGE FEES. VOTING YES WERE RODNEY DURR, MIKE RILEY, KENTON BOTTOMS ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

**BILLS LIST**

A MOTION WAS MADE BY DAVID MONTGOMERY, SECONDED BY DEAN DURR TO APPROVE THE BILLS LIST. VOTING YES WERE RODNEY DURR, MIKE RILEY, KENTON BOTTOMS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.

**Anderson County Fiscal Court  
Bill List  
September 3, 2024**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<b><u>Ace Hardware</u></b>			<u>15.98</u>
Ace Hardware	P.O.# 62685	5498 - Park Ground Maintenance	15.98
Total Ace Hardware			15.98
<b><u>ACHS 7th Grade Girls Basketball</u></b>			<u>777.50</u>
ACHS 7th Grade Girls Basketball	P.O.# 62713	5069 Litter Abatement	777.50
Total ACHS 7th Grade Girls Basketball			777.50
<b><u>ACHS 8th grade girls basketball</u></b>			<u>973.10</u>
ACHS 8th grade girls basketball	P.O.# 62687	5069 Litter Abatement	973.10
Total ACHS 8th grade girls basketball			973.10
<b><u>ACHS 9th Grade Girls Basketball</u></b>			<u>925.80</u>
ACHS 9th Grade Girls Basketball	P.O.# 62677	5069 Litter Abatement	925.80
Total ACHS 9th Grade Girls Basketball			925.80
<b><u>Airgas</u></b>			<u>391.32</u>
Airgas	P.O.# 62624	5201 Medical Supplies - Dispos..	391.32
Total Airgas			391.32
<b><u>Amazon Capital Services</u></b>			<u>118.98</u>
Amazon Capital Services	P.O.# 62625	5310 - EMS Bldg. Maint. & Repair	118.98
Amazon Capital Services	P.O.# 62626	5314 EMS Office Supplies	<u>80.44</u>
Total Amazon Capital Services			199.42
<b><u>Amber Perraut</u></b>			<u>180.55</u>
Amber Perraut	P.O.# 62699	5205 EMS Education Program	180.55
Total Amber Perraut			180.55
<b><u>American Heart Association</u></b>			<u>1,540.00</u>
American Heart Association	P.O.# 62623	5206 AHA Supplies	1,540.00
Total American Heart Association			1,540.00
<b><u>Anderson County Clerk</u></b>			<u>150.00</u>
Anderson County Clerk	P.O.# 62651	5021 - County Clerk Fees	150.00
Total Anderson County Clerk			150.00
<b><u>Anderson County Farm Service</u></b>			<u>150.00</u>
Anderson County Farm Service	P.O.# 62649	5453 Solid Waste Supplies & E ..	150.00
Total Anderson County Farm Service			150.00
<b><u>Anderson County Health Department</u></b>			<u>60.00</u>
Anderson County Health Department	P.O.# 62627	5201 Medical Supplies - Dispos..	60.00
Total Anderson County Health Department			60.00
<b><u>Anderson County Soil Conservation</u></b>			<u>13,032.25</u>
Anderson County Soil Conservation	Quarterly Funding	5470 Soil Conservation District	13,032.25
Total Anderson County Soil Conservation			13,032.25
<b><u>AutoZone</u></b>			<u>24.16</u>
AutoZone	P.O.# Various	5434 Animal Shelter Supplies	24.16
AutoZone	P.O.# Various	5434 Animal Shelter Supplies	<u>64.56</u>
AutoZone	P.O.# Various	5504 Park Supplies and Equip	12.31
Total AutoZone			101.03



# Anderson County Fiscal Court

## Bill List

September 3, 2024

Source Name	Memo	Account	Paid Amount
<b><u>Bill Curtsinger</u></b>			
Bill Curtsinger	Nextel Reimb	5917 - Employee Nextel Reimb	10.00
Total Bill Curtsinger			10.00
<b><u>Blue Ridge Office</u></b>			
Blue Ridge Office	P.O.# 62723	5146 - Office Supplies	149.59
Total Blue Ridge Office			149.59
<b><u>Bound Tree Medical</u></b>			
Bound Tree Medical	P.O.# 62692	5201 - Medical Supplies - Dispos.	470.10
Total Bound Tree Medical			470.10
<b><u>Candice Hobbs</u></b>			
Candice Hobbs	P.O.# 62658	5160 - Attorney Fees	260.00
Total Candice Hobbs			260.00
<b><u>Canon Financial Services, Inc.</u></b>			
Canon Financial Services, Inc.	P.O.# 62657	5144 - Copier Lease - Annex	214.66
Total Canon Financial Services, Inc.			214.66
<b><u>Cardmember Service</u></b>			
Cardmember Service	P.O.# 62693	5308 - EMS Computer Maint &	14.38
Total Cardmember Service			14.38
<b><u>Chelsea Norris'</u></b>			
Chelsea Norris'	P.O.# 62698	5205 - EMS Education Program	180.55
Total Chelsea Norris'			180.55
<b><u>Cintas</u></b>			
Cintas	P.O.# 62720	5614 - Road Garage Supplies	199.48
Total Cintas			199.48
<b><u>CNA Insurance Co.</u></b>			
CNA Insurance Co.	P.O.# 62673	4500 - Insurance Premium Tax	711.76
Total CNA Insurance Co.			711.76
<b><u>County Equipment Company</u></b>			
County Equipment Company	P.O.# 62566	5617 - Road Parts	10.00
Total County Equipment Company			10.00
<b><u>David Montgomery (exp)</u></b>			
David Montgomery (exp)		5053 - Magistrate Expenses	300.00
Total David Montgomery (exp)			300.00
<b><u>De Lage Landen Financial</u></b>			
De Lage Landen Financial	P.O.# 62694	5306 - EMS Lease - Copier Mac..	186.46
Total De Lage Landen Financial			186.46
<b><u>Dean Durr (exp)</u></b>			
Dean Durr (exp)		5053 - Magistrate Expenses	300.00
Total Dean Durr (exp)			300.00
<b><u>DLG</u></b>			
DLG	P.O.# 62571	5007 - KCJEA Membership	375.00
Total DLG			375.00

**Anderson County Fiscal Court**

**Bill List**

September 3, 2024

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<b><u>Freedom Tactical</u></b>			
Freedom Tactical	P O # 62695	5316 EMS Uniforms	1,265.00
Total Freedom Tactical			1,265.00
<b><u>Global Supply &amp; Floor Equipment</u></b>			
Global Supply & Floor Equipment	P.O.# 62690	5161 Custodial Supplies - Cour	376.74
Total Global Supply & Floor Equipment			376.74
<b><u>Gold Medal</u></b>			
Gold Medal	P O # 62725	5502 Park Concessions	301.10
Total Gold Medal			301.10
<b><u>Heidelberg Materials Midwest Agg, Inc</u></b>			
Heidelberg Materials Midwest Agg, Inc	P O.# 62655	5613 Chip Seal Maintenance (S	625.56
Total Heidelberg Materials Midwest Agg, Inc			625.56
<b><u>Jason Denny (County Clerk)</u></b>			
Jason Denny (County Clerk)	Expense	5020 Clerk of the Fiscal Court	497.16
Total Jason Denny (County Clerk)			497.16
<b><u>Joe Milam, Sheriff</u></b>			
Joe Milam, Sheriff	Monthly Funding	5031 Sheriff Program Support	10,094.82
Total Joe Milam, Sheriff			10,094.82
<b><u>Johnson Small Engine</u></b>			
Johnson Small Engine	P.O.# 62670	5504 Park Supplies and Equip...	55.00
Total Johnson Small Engine			55.00
<b><u>KACO Leasing Trust-County Clerk Office-#2</u></b>			
KACO Leasing Trust-County Clerk Office-#2	P.O.# 62664	6026 County Clerk Office-Serie..	1,895.83
Total KACO Leasing Trust-County Clerk Office-#2			1,895.83
<b><u>Kaco Leasing Trust-Sheriff BACH#41</u></b>			
Kaco Leasing Trust-Sheriff BACH#41	P O.# 62669	5037 Sheriff Vehicle	5,835.80
Total Kaco Leasing Trust-Sheriff BACH#41			5,835.80
<b><u>Kaco Leasing Trust-Sheriffs - 2011 C</u></b>			
Kaco Leasing Trust-Sheriffs - 2011 C	P.O.# 62663	5039 Sheriff Bldg Loan-C Bonds	2,315.62
Total Kaco Leasing Trust-Sheriffs - 2011 C			2,315.62
<b><u>Kaco Leasing Trust - AEMS #40</u></b>			
Kaco Leasing Trust - AEMS #40	P O.# 62668	5311 Ambulance Payments-31...	4,026.90
Total Kaco Leasing Trust - AEMS #40			4,026.90
<b><u>KACO Leasing Trust - Heart Monitors</u></b>			
KACO Leasing Trust - Heart Monitors	P O.# 62665	5313 Equipment Lease/Purchase	2,483.51
Total KACO Leasing Trust - Heart Monitors			2,483.51
<b><u>Kaco Leasing Trust - Voting Machines</u></b>			
Kaco Leasing Trust - Voting Machines	P.O.# 62666	6028 Voting Machine Lease Pa...	3,221.27
Total Kaco Leasing Trust - Voting Machines			3,221.27
<b><u>Kaco Leasing Trust -Coroner Van</u></b>			
Kaco Leasing Trust -Coroner Van	P O.# 62667	5047 Coroner Vehicle Lease P	1,127.25
Total Kaco Leasing Trust -Coroner Van			1,127.25

**Anderson County Fiscal Court**  
**Bill List**  
September 3, 2024

Source Name	Memo	Account	Paid Amount
<b><u>Kenneth Barnett (exp)</u></b>			300.00
Kenneth Barnett (exp)		5053 Magistrate Expenses	300.00
Total Kenneth Barnett (exp)			300.00
<b><u>Kenton Bottoms (exp)</u></b>			300.00
Kenton Bottoms (exp)		5053 Magistrate Expenses	300.00
Total Kenton Bottoms (exp)			300.00
<b><u>Life Assist</u></b>			3,705.59
Life Assist	P O # 62696	5201 Medical Supplies - Dispos	3,705.59
Total Life Assist			3,705.59
<b><u>Linda Curtsinger</u></b>			10.00
Linda Curtsinger		5915 Jail Nextel Phones	10.00
Total Linda Curtsinger			10.00
<b><u>Lonnie Shelton</u></b>			95.00
Lonnie Shelton	P.O.# 62689	5601 CDL Drug Testing & Phys...	95.00
Total Lonnie Shelton			95.00
<b><u>Lowe's Home Improvement</u></b>			165.14
Lowe's Home Improvement	P O # 62683	5434 Animal Shelter Supplies	165.14
Total Lowe's Home Improvement			165.14
<b><u>Mark A. Sloan</u></b>			1,000.00
Mark A. Sloan	Medical Director	5200 Medical Director	1,000.00
Total Mark A. Sloan			1,000.00
<b><u>Mike Riley (Exp)</u></b>			300.00
Mike Riley (Exp)	Magistrate Expense Check	5053 Magistrate Expenses	300.00
Total Mike Riley (Exp)			300.00
<b><u>MWI Animal Health</u></b>			391.46
MWI Animal Health	P O.# 62676	5434 Animal Shelter Supplies	391.46
Total MWI Animal Health			391.46
<b><u>Neil Huffman</u></b>			1,152.94
Neil Huffman	P O # 62697	5309 EMS Vehicle Maint. & Re ..	1,152.94
Total Neil Huffman			1,152.94
<b><u>Pitney Bowes</u></b>			210.03
Pitney Bowes	P O.# 62674	5147 Postage - Annex	210.03
Total Pitney Bowes			210.03
<b><u>Pro Source</u></b>			346.41
Pro Source	P O # 62700	5306 EMS Lease - Copier Mac...	346.41
Total Pro Source			346.41
<b><u>Robert Wiedo (exp)</u></b>			400.00
Robert Wiedo (exp)		5012 Co. Attorney Office Allow..	400.00
Total Robert Wiedo (exp)			400.00
<b><u>Rodney Durr</u></b>			300.00
Rodney Durr		5053 Magistrate Expenses	300.00
Total Rodney Durr			300.00

**Anderson County Fiscal Court  
Bill List**

September 3, 2024

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<u>Southern Petroleum</u>			
Southern Petroleum	P.O.# 62701	5312 - EMS Fuel	1,921.20
Total Southern Petroleum			1,921.20
<u>Stericycle Inc.</u>			
Stencycle Inc	P.O # 62702	5331 - EMS Medical Waste	135.56
Total Stencycle Inc.			135.56
<u>Sutton's Automotive</u>			
Sutton's Automotive	P.O # 62581	5904 - Jail Vehicle Repair & Maint.	1,228.00
Total Sutton's Automotive			1,228.00
<u>Terry Duckwall.</u>			
Terry Duckwall.		5917 - Employee Nextel Reimbur..	10.00
Total Terry Duckwall.			10.00
<u>W. Dudley Shryock (exp)</u>			
W Dudley Shryock (exp)		5081 - Co. Treasurer Office Allo...	598.92
Total W. Dudley Shryock (exp)			598.92
<b>TOTAL</b>			<b>68,570.74</b>

**Anderson County Fiscal Court**  
**Bill List-Addendum B**  
September 5, 2024

Source Name	Memo	Account	Paid Amount
<b><u>Dorothy Watts</u></b>			
Dorothy Watts	P O # 62729	5160 Attorney Fees	90 00
Total Dorothy Watts			90 00
<b><u>Fastenal</u></b>			
Fastenal	P O # 62634	5504 Park Supplies and Equi	884 95
Total Fastenal			884 95
<b><u>Jason Cubert</u></b>			
Jason Cubert	P O # 62728	5160 Attorney Fees	200 00
Total Jason Cubert			200 00
<b><u>John Deere Financial</u></b>			
John Deere Financial	P O Various	5077 Propane	208 39
John Deere Financial	P O Various	5617 Road Parts	439 60
Total John Deere Financial			647 99
<b><u>Johnson Small Engine</u></b>			
Johnson Small Engine	P O # 62698	5504 Park Supplies and Equi	363 50
Total Johnson Small Engine			363 50
<b><u>Kaco</u></b>			
Kaco	P O # 62730	5054 Meeting Expenses/Trai	105 00
Total Kaco			105 00
<b><u>Public Entity Insurance</u></b>			
Public Entity Insurance	P O # 62727	5504 Park Supplies and Equi	601 03
Total Public Entity Insurance			601 03
<b><u>Walmart</u></b>			
Walmart	P O # 62736	5310 EMS Bldg Maint. & Re	77 51
Walmart	P O # 62736	5201 Medical Supplies - Disp	218 40
Walmart	P O # 62736	5314 EMS Office Supplies	74 79
Walmart	P O # 62736	5497 Park Custodial Supplies	72 25
Walmart	P O # 62736	5497 Park Custodial Supplies	-9 97
Walmart	P O # 62736	5453 Solid Waste Supplies &	408 15
Walmart	P O # 62736	5434 Animal Shelter Supplies	383 41
Total Walmart			1,224 54
<b><u>Wright Implement 1 LLC</u></b>			
Wright Implement 1 LLC	P O # 62648	5617 Road Parts	323 04
Total Wright Implement 1 LLC			323 04
<b>TOTAL</b>			<b>4,440.05</b>

**BILLS LIST ADDENDUM A – LAWRENCEBURG SUPPLY**

A MOTION WAS MADE BY DEAN DURR, SECONDED BY RODNEY DURR TO APPROVE BILLS LIST ADDENDUM A FOR LAWRENCEBURG SUPPLY. VOTING YES WERE RODNEY DURR, KENTON BOTTOMS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MIKE RILEY RECUSED. MOTION PASSED 6 YES – 1 RECUSE.

**Anderson County Fiscal Court  
Bill List-Addendum A  
September 4, 2024**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<b><u>Lawrenceburg Supply</u></b>			
Lawrenceburg Supply	P.O.# Various	6305 Courthouse Fine Repairs	47.96
Lawrenceburg Supply	P.O.# Various	6305 Courthouse Fine Repairs	12.78
Lawrenceburg Supply	P.O.# Various	5453 Solid Waste Supplies &	35.98
Lawrenceburg Supply	P.O.# Various	5614 Road Garage Supplies	82.47
Lawrenceburg Supply	P.O.# Various	5498 Park Ground Maintena	404.47
Total Lawrenceburg Supply			583.66
<b>TOTAL</b>			<b>583.66</b>

**BILLS LIST ADDENDUM C – MARY AND MARTHA'S**

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

**Anderson County Fiscal Court  
Bill List-Addendum C  
September 6, 2024**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<b><u>Mary and Martha's Cleaning Service</u></b>			
Mary and Martha's Cleaning Service	P.O.# 62735	5140 Courthouse Contract Cl	2,210.00
Total Mary and Martha's Cleaning Service			2,210.00
<b>TOTAL</b>			<b>2,210.00</b>

EXECUTIVE ORDER 2024-17/MICHAEL HENRY

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY MIKE RILEY TO APPROVE EXECUTIVE ORDER 2024-17 GIVING MICHAEL HENRY A \$ 1.00 PER HOUR RAISE DUE TO PASSING HIS CDL. VOTING YES WERE RODNEY DURR, MIKE RILEY, KENTON BOTTOMS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 7-0.



**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

Kenton Bottoms  
District 3

Dean Durr  
District 4

David Montgomery  
District 5

Kenny Barnett  
District 6

**EXECUTIVE ORDER #2024-17**

**September 3, 2024**

Pursuant to KRS 67.710(7) I. Orbrey Gritton, County Judge/Executive of Anderson County, do hereby promote/appoints Michael Henry as an Road Dept. employee with CDL at \$1.00 an hour raise (Effective September 5, 2024), (Six (6) month probation from hire date August 8, 2024) Lawrenceburg, Kentucky, for Anderson County.

Said Positions will be Fulltime

Upon a motion by Magistrate Orbrey Durr, seconded by Magistrate Mike Riley, with yea and nay votes as follows, by the Anderson County Fiscal Court meeting on this 3rd day of September, 2024, 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>
Kenny Barnett	<u>YES</u>	Kenton Bottoms	<u>YES</u>
Orbrey Gritton	<u>YES</u>		

Orbrey Durr  
ORBREY GRITTON  
County Judge/Executive

Jason Denny  
ATTEST: JASON DENNY  
Anderson County Court Clerk

CONSERVATION DISRICT

JUDGE GRITTON INFORMED THE COURT THAT THE CONSERVATION DISTRICT HAD RECEIVED IT QUARTERLY PAYMENT EARLY TO A SHORTFALL OF FEES. NO MORE PAYMENTS ARE DUE UNTIL JANUARY OF 2025.

**ADJOURN**

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

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HONORABLE ORBREY GRITTON  
ANDERSON COUNTY JUDGE EXECUTIVE



ANDERSON COUNTY FISCAL COURT

SPECIAL COMMITTEE MEETING

DATE: 9/3/24

COMMITTEE NAME: SAFETY

THOSE

PRESENT: JUDGE GRITTON, BART POWELL, KENNY BARRETT  
KENTON BOTTOMS

SUBJECT: EMS UPDATE

ACTION

TAKEN: NO ACTION TAKEN

Submitted By: Kent M. Ball

RESOLUTION

Fiscal Court of Anderson County

Resolution adopting and approving the execution of a Memorandum of Agreement between the Anderson County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$175,000.00 for the Lick Skillet Road CPPP (FD14), and

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The Judge/Executive of the County is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of Anderson County, and the Fiscal Court Clerk of Anderson County is hereby authorized and directed to certify thereto.

COMMONWEALTH OF KENTUCKY, Anderson I, Jason Denny, Fiscal Court Clerk of Anderson County certify that the foregoing is a true copy of the Order above, given under my hand and seal of office this the 17th day of September, 2024.

PRINTED NAME: Jason Denny

SIGNED NAME: \_\_\_\_\_

FISCAL COURT CLERK OF ANDERSON

COUNTY OF ANDERSON  
LICK SKILLET ROAD  
\$175,000 – CPPP (FD14) FUNDS

**AGREEMENT BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
AND  
COUNTY OF ANDERSON**

**THIS AGREEMENT**, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and County of Anderson, 137 South Main Street, Lawrenceburg, KY 40342, hereinafter referred to as the Local Public Agency (“**LPA**”).

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to resurface Lick Skillet Road in Anderson County, which shall hereinafter be referred to as the “**Project**;”

**WHEREAS**, the **LPA** desires to be the lead agency and perform this **Project** to enhance the safety and reliability of roadway connections for the commuting public;

**WHEREAS**, the **LPA** shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

**WHEREAS**, the **LPA** has asked the **Department** for funding assistance for costs incurred during this **Project**;

**WHEREAS**, the General Assembly has determined this is a worthwhile **Project** and has authorized reimbursement to the **LPA** by the **Department** in HJR 92 up to \$175,000 in County Priority Projects Funding (FD14) for the completion of this Project, and

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\$175,000 – CPPP (FD14) FUNDS

**WHEREAS**, any cost in excess of the reimbursement funding (\$175,000) for this **Project** will be the responsibility of the **LPA**.

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** agrees to reimburse the **LPA** up to \$175,000 for completion of work by the **LPA**, or consultants, contractors, or subcontractors hired by the **LPA**, under the obligations of this Agreement for resurfacing Lick Skillet Road (CR 1215) from Milepoint 0.835 extending southerly to Fairview Road for approximately 2.065 miles.

This **Project** is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$175,000 are the responsibility of the **LPA**. The **LPA** further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the **LPA**.

2. The **Department** has authorized up to \$175,000 in County Priority Projects Funding (FD14) for all eligible expenses for this **Project**. This funding shall be made available for reimbursement to the **LPA** for all eligible expenses to the **Project**. The **LPA** shall be responsible for all eligible costs above the \$175,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.
3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied,

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the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.

4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **LPA** for eligible work activities completed and costs incurred prior to expiration.
5. The **LPA** shall follow state specifications for each necessary phase of this **Project**. The **LPA** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **LPA** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 7 Office in Lexington. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through the **Department's** District 7 Chief District Engineer in Lexington prior to the awarding of any contract for work or materials to be used on this **Project**.
6. Should the **Project** require any design services, the **LPA** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 7 Chief District Engineer in Lexington. The **LPA** shall be responsible for all **Project** design activities, which may be completed either by the **LPA's** staff or a

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consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **LPA** shall submit and obtain concurrences to the **Department's** District 7 Chief District Engineer in Lexington final design plans, specifications, and a total estimate prior to any construction. When applicable, the **LPA** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the **LPA**, the **LPA** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.
  
8. The **LPA** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 7 Office in Lexington. The **LPA** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **LPA**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

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9. The **LPA** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.
  
10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must

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be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, current edition, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.
  
12. The **LPA** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **LPA** shall be responsible for all **Project** construction activities, which may be completed either by the **LPA's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the



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**Department.** The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **LPA** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **LPA** as a result of this Agreement.

13. The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)

KRS Chapter 139 (SALES AND USE TAXES)

KRS Chapter 141 (INCOME TAXES)

KRS Chapter 337 (WAGES AND HOURS)

KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)

KRS Chapter 342 (WORKERS COMPENSATION)

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

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The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

14. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the **LPA** agrees as follows:
- a. The **LPA** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The **LPA** further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The **LPA** agrees to provide, upon request, needed reasonable accommodations. The **LPA** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The **LPA** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The **LPA** will, in all solicitations or advertisements for employees placed by or on behalf of the **LPA**; state that all qualified applicants will receive consideration for employment

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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The **LPA** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the **LPA's** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The **LPA** will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The **LPA** will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the **LPA's** noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the **LPA** may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The **LPA** will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The **LPA** will take such action with respect to any

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subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

15. The **LPA** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **LPA** oversight, conformance with all laws, regulations, and policies and provide assistance to the **LPA** as may be necessary.
16. The **LPA** may submit to the **Department's** District 7 Office in Lexington current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **LPA** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.
17. The **LPA** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **LPA** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 7 Chief District Engineer in Lexington prior to final payment of the **Project**. When both the **LPA** and the **Department** accept the field work as complete, the **LPA's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse

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for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **LPA** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **LPA** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

18. The **LPA** is responsible for ensuring that vendors shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.
19. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.
20. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 7 Office in Lexington documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.

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21. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.
  
22. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.
  
23. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
  - a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
  - b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the Project or cancel

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its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.

c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.

24. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

25. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **LPA** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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26. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The **LPA** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract shall be grounds for the **LPA's** cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

27. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the



COUNTY OF ANDERSON  
LICK SKILLET ROAD  
\$175,000 – CPPP (FD14) FUNDS

remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

28. The **LPA** will pass a resolution authorizing the Judge Executive to sign this Agreement on behalf of the **LPA**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the **LPA** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the **LPA** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

COUNTY OF ANDERSON  
LICK SKILLET ROAD  
\$175,000 – CPPP (FD14) FUNDS

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

ANDERSON COUNTY

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

\_\_\_\_\_  
Orbrey Gritton  
Judge Executive

\_\_\_\_\_  
Jim Gray  
Secretary

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY

DocuSigned by:  
*Todd Shipp*  
B9A9A3E2A82B4E

Todd Shipp  
Office of Legal Services

DATE: 7/19/2024  
\_\_\_\_\_



# ANDERSON COUNTY SHERIFF'S OFFICE

Sheriff Joe Milam  
208 South Main Street  
Lawrenceburg, Kentucky 40342

September 4, 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 August 1, 2024 through August 31, 2024:

Waiting on Fee Claim \$13,680.39

State	0	Commission	0
County	1,666.77	Commission	73.98
School	8,471.03	Commission	261.99
Library	966.45	Commission	42.90
Health	420.20	Commission	18.65
Fire	1,412.41	Commission	14.27
Extension	196.11	Commission	8.70
School Int	\$8.26		
S.O. Int	\$7.23		
Refunds	\$0		
S.O. Fees	\$0		
Business License Collections	\$3,550.00		
County	\$2,485.00		
S.O.	\$1,065.00		

\_\_\_\_\_  
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 September, 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 \_\_\_\_ day of September, 2024.

\_\_\_\_\_  
Anderson County Clerk



# COMMONWEALTH OF KENTUCKY

TASHA HELLARD, ANDERSON COUNTY JAILER

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

## AUGUST 2024 FISCAL COURT REPORT

There were 53 people arrested in August with 107 total charges. This is 19 more than last month with 47 more charges. We currently have 48 in custody at Franklin County Regional Jail and 1 in custody at Woodford 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 27

Total number of inmates transported for Court 48

Total number of transports for the month 108

We used 160 gallons of fuel at a cost of \$507.55

Total inmate housing for the month from Franklin County \$56,254.00

Total inmate housing for the month from Woodford County \$1,550.00

Total housing cost \$57,804.00

I collected \$285.94 from the state for transporting felony inmates.

AI's 3

DUI's 6

### Felony Charges

Tbut or disp all others \$1,000 <10,000 1

Theft by deception-including cold checks o/10,000 1

Possession of controlled substance 1<sup>st</sup> degree 5

Possession of controlled substance 1<sup>st</sup> degree (enhancement) 1

Trafficking in a controlled substance 1<sup>st</sup> 1

Wanton Endangerment 1<sup>st</sup> 3

Convicted felon in possession of a firearm 1

Possession of handgun by convicted felon 2

Criminal possession forged instrument 1<sup>st</sup> 1

Possess matter Portraying a Sexual Performance by a Minor u/12	1
Possess matter sex performance by minor u/18	1
Robbery 1 <sup>st</sup>	1
Parole Violation	1
Violation of Bond Condition	2
Theft of identify of another without consent	1
Impersonating a peace officer	1

Individual Charges

Operating on suspended/revoked license 1 <sup>st</sup>	1
Operating on DUI suspended license 1 <sup>st</sup>	3
theft by unlawful taking or disposition all others	1
Terroristic Threatening 3 <sup>rd</sup>	3
Assault 4 <sup>th</sup> degree dating violence (minor injury)	2
Violation of EPO/DVO	2
Public Intoxication	2
Possession of a controlled substance 2 <sup>nd</sup>	2
Disorderly conduct 2 <sup>nd</sup>	5
Fleeing or evading police 2 <sup>nd</sup> (on foot)	1
Operating motor vehicle under influence 2 <sup>nd</sup>	1
Open container of alcohol in a motor vehicle	1
Attempt Burglary 2 <sup>nd</sup>	1
Possession of burglary tools	1
Possession of drug paraphernalia	5
Possession of a defaced firearm	1
Menacing	2
Possession of marijuana	2
Criminal mischief 3 <sup>rd</sup>	1

Criminal mischief 2 <sup>nd</sup>	2
Criminal littering	1
Failure of owner to maintain required insurance	3
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
Giving officer false identifying information	1
Probation Violation (misdemeanor offence)	1

#### Traffic

* No registration plates	3
*No registration receipt	3
*Display of illegal/altered registration plate	2
*Failure to wear seatbelt	1
*Careless driving	4
*Reckless driving	2
*Failure to produce insurance card	3
*Disregard-fail to yield right of way	1
*Speeding over limit	2
*Improper equipment	1
*Excessive windshield/window tinting	1
*Rear license not illuminated	1
*Failure to improper signal	1
*Disregarding traffic light	1

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: 9-1-24

Year and Make of Vehicle: 03 Ford | 12 chery | 19 Ford

Ending Mileage for the Month: 391022 | 370816 | 110955

Beginning Mileage for the Month: 390872 | 369705 | 109719

Miles driven for the Month: 150 | 1,111 | 1,236

Date:	Gallons/Costs	Mileage
1. <u>8-2-24</u>	<u>17 \$56.47</u>	<u>369796</u>
2. <u>8-6-24</u>	<u>14 \$ 47.00</u>	<u>109918</u>
3. <u>8-9-24</u>	<u>16 \$ 52.30</u>	<u>370030</u>
4. <u>8-13-24</u>	<u>16 \$ 52.00</u>	<u>110180</u>
5. <u>8-16-24</u>	<u>16 \$ 51.61</u>	<u>370265</u>
6. <u>8-18-24</u>	<u>14 \$ 43.00</u>	<u>110401</u>
7. <u>8-21-24</u>	<u>13 \$ 40.13</u>	<u>370441</u>
8. <u>8-23-24</u>	<u>14 \$ 42.55</u>	<u>110628</u>
9. <u>8-26-24</u>	<u>12 \$36.00</u>	<u>110829</u>
10. <u>8-28-24</u>	<u>11 \$35.00</u>	<u>370601</u>
11. <u>8-30-24</u>	<u>17 \$51.49</u>	<u>370830</u>
12. _____		
13. _____		
14. _____		

Total fuel  
160

Total Costs  
\$ 507.55