



# 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

October 3, 2023

Meeting 10:00 a.m.

1. Call to Order and Roll Call
2. Invocation (District #) & Pledge
3. Approval of Meeting Minutes for September 15, 2023
4. Visitors would you like to introduce yourself?
5. Department Head Reports
6. AEMT
7. Connie Blackwell
8. Charter/Spectrum
9. Road
  - a. Resolution
  - b. Agreement
10. County Clerk
  - a. Ad Valorem Tax
  - b. Deed Transfer Tax
  - c. Storage Fees
  - d. Election Security
  - e. Promoting Elections
11. Approval of Bill List
12. Other Business
13. Adjourn

**ANDERSON COUNTY FISCAL COURT**

**SPECIAL CALLED MEETING**

**SEPTEMBER 15, 2023**

**10:00 A.M.**

**COUNTY JUDGE EXECUTIVE ORBREY GRITTON, III**

**COUNTY ATTORNEY ROBERT WIEDO**

THE ANDERSON COUNTY FISCAL COURT MET ON SEPTEMBER 15, 2023, AT 10:00 A.M. JUDGE EXECUTIVE ORBREY GRITTON CALLED THE MEETING TO ORDER. THOSE ANSWERING ROLL CALL WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MIKE RILEY WAS ABSENT. RODNEY DURR GAVE THE INVOCATION FOR DISTRICT 1.

**SEPTEMBER 5, 2023 MINUTES**

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY RODNEY DURR TO APPROVE THE SEPTEMBER 5, 2023 MEETING MINUTES. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**VISITORS**

RICK JOHNSON

**DEPARTMENT HEAD REPORTS**

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

**CHARTER/SPECTRUM BROADBAND PROJECT UPDATE**

WE ARE NOW THROUGH TWO ROUNDS OF STATE GRANT FUNDING AND ANDERSON COUNTY HAS WON FOUR AWARDS. THERE IS AN ONGOING PROJECT THAT WILL TAKE 2-3 YEARS TO COMPLETE, GIVING APPROXIMATELY 95% OF HOUSEHOLDS IN ANDERSON COUNTY ACCESS TO BROADBAND INTERNET WITH CHARTER/SPECTRUM.

Department Head Report  
Anderson County Public Safety EMS/EM  
9/5/2023

8/15/23 ~ Dir. Powell attended the FRMC board meeting.

8/15,16,17/23 – EMS had Hospice training at EMS.

8/25,26.27/23 – Dir. Powell taught rope rescue at the Hazard Fire School.

EMTs Jimmy Robinson and Chris Lee took the class at no cost to us.

8/22/23 ~ Dir. Powell did a presentation for the Chamber at EMS.

8/31/23 ~ Ky Safe at EMS.

Department Head Report  
Anderson County Public Safety EMS/EM  
9/15/2023

- 9/7,8/23 – Dir. Powell, Dep. Shuttleworth, Major Womack and Chief Krogman attended the Emergency Services Conf. in Louisville.
- 9/11,12/23 – Major Johnson taught a medication class to our new AEMT's. This class is required for them due to the new state protocols that have been released. Dir. Powell and Dep. Shuttleworth also attended.
- 9/12/23 – Major Womack and third shift staff conducted a tour of EMS which included a lesson on EMS operations to a large group of home school children.
- 9/14/23 – Major Womack taught a class to health department staff on the administration of Narcan.

ROAD DEPT – GLENN HAWKINS

9/5/23 Put in 80ft of Culvert's on Florida Tile Rd.

9/6/23 Fixed a base failure on Florida Tile Rd.

9/7/23 Boom mowed on various roads.

9/8/23 Boom mowed on various roads.

9/11/23 Boom mowed on various roads. Cut down a dead tree on Hammonds Creek.

9/12/23 Boom mowed on various roads. Shouldered on Harry Wise Rd.

9/13/23 Boom mowed on various roads. Shouldered on Harry Wise Rd

9/14/23 Boom mowed on various roads Shouldered on Wilcat Rd

COUNTY CLERK – JASON DENNY



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

SEPTEMBER 15<sup>TH</sup>

DEPARTMENT HEAD REPORT

The City Maintenance Building electrical project has been completed and ready for use. We (City Fire, County Fire, City Police, Sheriff, EMS, Schools, City and Clerk) are working on safety and contingency plans for all of our Vote Centers for future Elections

- September 19<sup>th</sup> – Board of Elections will inspect the voting equipment at 8:00 a.m. in the basement of the County Clerk's Office.
- September 23<sup>rd</sup> – Absentee Ballot Portal ([govote.ky.gov](http://govote.ky.gov)) will open.
- September 23<sup>rd</sup> – Drop Box (located in the Drive-thru) will open.
- September 22<sup>nd</sup> – Our office will be CLOSED beginning at noon for Burgoon.
- October 10<sup>th</sup> – Last day to register to vote.
- October 10<sup>th</sup> – Signage will be placed at several locations.
- October 19<sup>th</sup> – Ballot will be in the Anderson News.
- October 24<sup>th</sup> – Absentee Mail-in ballot processing will begin at the Clerk's Office.
- October 24<sup>th</sup> – Absentee Mail-in Ballot Portal closes at 11:59 p.m.
- October 24<sup>th</sup> – Election Officer Training from 6-9 at the Clerk's Office
- October 25<sup>th</sup> – November 1<sup>st</sup> – Early- In Person Voting will take place at the Clerk's Office.
- October 26<sup>th</sup> – Election Officer Training from 6-9 at the Clerk's Office
- November 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> – Early Voting will be available at the Drive-thru and Community Building Basement.
- November 7<sup>th</sup> – Election Day voting will take place at the Drive-thru, Community Building, Middle School and Emma B. Ward Elementary from 6-6.
- November 14<sup>th</sup> – Potential Statutory Recount if any of the State races are less than .5% apart.
- We still need additional Election Officers for Election Day, November 7<sup>th</sup>.

As always, call or come by with any questions.

Thanks,

A handwritten signature in black ink, appearing to read "Jason Denny", written over a horizontal line.

Jason

**REAL ESTATE TAX RATE**

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY JURETTA WELLS TO APPROVE THE COMPENSATING REAL ESTATE TAX RATE OF 11.9 CENTS PER \$100 OF ASSESSMENT. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**PERSONAL PROPERTY TAX RATE**

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY DEAN DURR TO APPROVE THE COMPENSATING PERSONAL PROPERTY TAX RATE OF 11.9 CENTS PER \$100 OF ASSESSMENT. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**MOTOR VEHICLE AND WATERCRAFT TAX RATE**

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY JURETTA WELLS TO APPROVE THE MOTOR VEHICLE AND WATERCRAFT TAX RATE OF 13.6 CENTS PER \$100 OF ASSESSMENT. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**AIRCRAFT TAX RATE**

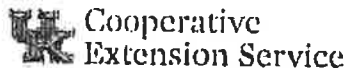
A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DAVID MONTGOMERY TO APPROVE THE AIRCRAFT TAX RATE OF 11.9 CENTS OER \$100 OF ASSESSMENT. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**INVENTORY-IN-TRANSIT TAX RATE**

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY DAVID MONTGOMERY TO APPROVE THE INVENTORY-IN-TRANSIT TAX RATE OF 11.9 CENTS PER \$100 OF ASSESSMENT. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**EXTENSION SERVICE TAX RATE**

A MOTION WAS MADE BY JURETTA WELLS, SECONDED BY RODNEY DURR TO APPROVE THE COMPENSATING EXTENSION SERVICE TAX RATE. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.



To: Area Extension Director  
From: Extension District Board Chair

Andersm County Extension Board submitted the following tax rates for 2023.

Real Property: 1.4000  
Personal Property: 1.4000  
Motor Vehicle: 1.7000

Please return this form to us as soon as the 2023 rates have been established. Please include a copy of the RDB minutes showing tax rates that were set. Thank you!

Submitted by:

  
Extension District Board Chairman

Date Submitted:

9/5/23

N-106 Ag Science Center North | 1100 S Limestone | Lexington, KY 40546-0091 | [enr.businesscenter.ca.uky.edu/extension-business-operations](http://enr.businesscenter.ca.uky.edu/extension-business-operations)

Cooperative Extension Service

Agriculture and Natural Resources  
Family and Consumer Sciences  
4-H Youth Development  
Community and Economic Development

MARTIN-GATTON COLLEGE OF AGRICULTURE, FOOD AND ENVIRONMENT

Educational programs of Kentucky Cooperative Extension are available regardless of race or ethnicity or national origin. All individuals are encouraged to participate in the program. No person shall be excluded from participation in, or denied the benefits of, any program or activity on the basis of race, color, sex, religion, national origin, marital status, age, or disability. Information regarding the availability of these programs and services may be obtained by contacting the Extension District Office, Department of Agriculture, and by using the contact information provided on the back of this form.



Materials are provided in accessible format upon request.



Commonwealth of Kentucky  
DEPARTMENT OF REVENUE  
Office of Property Valuation  
501 High Street, Suite 22  
Frankfort, Kentucky 40601-2105



# PROPERTY TAX RATE REQUEST FORM FOR TAX YEAR 2023

\* Please fill in the current year on the blank line above.

ORIGINAL TO: KY Department of Revenue  
Office of Property Valuation  
FAX: (502) 564-8192  
EMAIL: 62A3000@treasury.ky.gov

(6) Department of Revenue and Department of Finance shall be deemed to have approved this request for a tax rate increase if the request is not denied by the Department of Revenue within 60 days of receipt.

COPY TO: County Clerk

This form is necessary to ensure that your jurisdiction will receive the appropriate amount of property tax revenue from state collections and to ensure your current mailing address is on file to send the checks for collected revenue.

**DO NOT LEAVE A BOX BLANK!** If you elected not to adopt a rate for a tax type, please enter "0" or check the "NO" box.

Tax Rates Per \$100  
Ex: 10¢ = 0.1000

TAX TYPE	REAL PROPERTY	GENERAL REAL ESTATE RATE
1 *	1.4000 %	
2 *	1.4000 %	GENERAL TANGIBLE PERSONAL PROPERTY RATE
3 *	1.4000 %	KRS 132.020 and 6A.024 State on business inventories levied by a city, urban-county government and local courts. Subject to the provisions of KRS 132.027 and KRS 68.236 a city, urban-county government or county fiscal court may levy a rate on business inventories equal to or less than the prevailing rate of taxation on other tangible personal property in the respective city, urban-county government or county.

### OPTIONAL TAXES

If your jurisdiction has voted to tax the following optional taxes, please check "YES" or otherwise check "NO".

If "YES" is selected, the taxes are taxed at the prevailing tangible rate (see 02 above).

Tax Type	YES	NO	Notes
AIRCRAFT	<input type="radio"/>	<input checked="" type="radio"/>	132.200 Property subject to state tax only.
DOCK-INVESTED WATERCRAFT	<input type="radio"/>	<input checked="" type="radio"/>	All property subject to taxation for state purposes shall also be subject to taxation in the county, city, school, or other taxing district in which it has a taxable situs, except the class of property described in KRS 132.030 and the following classes of property, which shall be subject to taxation for state purposes only:
NON-KY REGISTERED WATERCRAFT	<input type="radio"/>	<input checked="" type="radio"/>	(18) Aircraft not used in the business of transporting persons or property for compensation or hire in an extension as authorized by the statute, city, school or other taxing district in which the aircraft has the taxable situs;
IN-TRANSIT INVENTORY	<input checked="" type="radio"/>	<input type="radio"/>	(19) Federally documented vessels not used in the business of transporting persons or property for compensation or hire or for other commercial purposes. If an extension is authorized by the county, city, school or other taxing district in which the federally documented vessel has its taxable situs

PLEASE PRINT YOUR CURRENT MAILING ADDRESS AND CONTACT INFORMATION

County: Anderson Taxing Jurisdiction Name: Anderson County District Board

Contact Person: Rita Shults Title: Area Evaluator District

Mailing Address: 104 Market Trail

City: Stanford State: KY Zip Code: 40484

Telephone: (615) 367-3675 Fax: Ext: 222 E-mail: rsults@vickipd.com

As the representative for the local jurisdiction named above, I certify that these requested property tax rates have been set for the above year.

Signature: [Signature] Date: 8-5-23

Print Name: Terry Lantz Title: District Board Chairman

Question concerning this form and the property tax rate forms can be directed to Ashley Steeds at (502) 564-7097 or Justin Taylor at (502) 564-7098

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF REVENUE  
OFFICE OF PROPERTY VALUATION

ATTN: JANET MCDOWELL  
ANDERSON CO EXTENSION SERVICE  
1026 COUNTY PARK RD  
LAWRENCEBURG KY 40342 9320

(PLEASE INDICATE ANY CONTACT OR ADDRESS CHANGES ABOVE)

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

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

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

CONTACT INFORMATION ON ESTABLISHING RATES: SCHOOL DISTRICTS SHOULD CONTACT THE DEPARTMENT OF EDUCATION AT (502) 584-3846. ALL OTHER TAXING JURISDICTIONS SHOULD CONTACT THE DEPARTMENT OF LOCAL GOVERNMENT AT (502) 673-2382 OR TOLL FREE AT 800-346-5606.

2024 MOTOR VEHICLE & WATERCRAFT PROPERTY TAX RATE CERTIFICATION

The tax rate for 2023 was 1.700 cents per \$100.00 of assessed value. I certify that the ANDERSON CO EXTENSION SERVICE will levy a property tax rate of 1.7 cents per \$100 of assessed value upon motor vehicles and watercraft for the calendar year of 2024.

  
Signature of Tax District Representative

District Board Chairman  
Title

9/5/23  
Date

COUNTY OF ANDERSON  
STATE OF KENTUCKY

TELEPHONE \_\_\_\_\_

Subscribed and sworn this 5 day of September, 2023

9/12/23  
My Commission Expires

  
Notary Public

Please confirm the accuracy of the tax rate written on this form. This is not your tangible or real property tax rate. Please review the form before submitting.

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

OFFICE OF PROPERTY VALUATION  
STATE VALUATION BRANCH  
PERSONAL PROPERTY SECTION  
501 HIGH STREET STA 32, 4TH FL  
FRANKFORT KY 40601

VIA FAX: 502-564-8192  
EMAIL: ASHLEY.SHEEKS@KY.GOV  
PHONE: 502-564-7097  
EMAIL: JUSTIN.TAYLOR@KY.GOV  
PHONE: 502-564-7000

**LIBRARY TAX RATE**

A MOTION WAS MADE BY RODNEY DURR, SECONDED BY DEAN DURR TO APPROVE THE COMPENSATING LIBRARY TAX RATE. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

62A3000 (04-23)  
 Commonwealth of Kentucky  
 DEPARTMENT OF REVENUE  
 Office of Property Valuation  
 501 High Street, Suite 13  
 Frankfort, Kentucky 40601-2103



**PROPERTY TAX RATE REQUEST  
 FORM FOR TAX YEAR 23-24**

\* Please fill-in the current year on the blank line above.

ORIGINAL TO: KY Department of Revenue  
 Office of Property Valuation  
 FAX: (502) 564-8192  
 EMAIL: 62A3000@treasury.ky.gov

This form is necessary to ensure that your jurisdiction will receive the appropriate amount of property tax revenue from state collections and to ensure your current mailing address is on file to send the checks for collected revenue.

DO NOT LEAVE A BOX BLANK! If you elected not to adopt a rate for a tax type, please enter "0" or check the "NO" box.

Tax Rate per \$100  
 Ex: 10¢ = 0.1000

TAX TYPE	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	GENERAL REAL ESTATE RATE	GENERAL TANGIBLE PERSONAL PROPERTY RATE
REAL PROPERTY	0.069				
TANGIBLE PERSONAL PROPERTY		0.069			
INVENTORIES			0.069		

This is your tangible rate. It is for all items, including but not limited to: automobiles, boats, motorcycles, and other personal property. It is not for real property. It is not for inventories. It is not for intangible personal property. It is not for real property. It is not for real property. It is not for real property.

**OPTIONAL TAXES**

If your jurisdiction has voted to tax the following optional items, please check "YES" or "Otherwise" or check "NO".

OPTIONAL TAX	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>
ABSTRACT	YES <input checked="" type="radio"/>	NO <input type="radio"/>			
EXCISE TAXES ON MOTOR VEHICLES	YES <input checked="" type="radio"/>	NO <input type="radio"/>			
NON-AD VALUED MOTOR VEHICLES	YES <input checked="" type="radio"/>	NO <input type="radio"/>			
21-TRANSACT REVENUE	YES <input checked="" type="radio"/>	NO <input type="radio"/>			

1. Local tangible rate, or percentage and other applicable rate.  
 2. Local tangible rate, or percentage and other applicable rate.  
 3. Local tangible rate, or percentage and other applicable rate.  
 4. Local tangible rate, or percentage and other applicable rate.  
 5. Local tangible rate, or percentage and other applicable rate.  
 6. Local tangible rate, or percentage and other applicable rate.  
 7. Local tangible rate, or percentage and other applicable rate.  
 8. Local tangible rate, or percentage and other applicable rate.

County: Anderson Taxing Jurisdiction Name: Anderson Public Library

Contact Person: Demaris Hill Title: Library Director

Mailing Address: 114 N. MAIN ST.

City: Lawrenceburg State: KY Zip Code: 40343

Telephone: 502-839-6920 Fax:

Signature: [Signature] Date: 9/13/23

Print Name: Rodney Durr Title: Library Director

As the representative for the local jurisdiction named above, I certify that I am requesting property tax rates above for the above year.

Questions concerning this form and the property tax rate review can be directed to Ashley Shields at (502) 564-7097 or Heidi Taylor at (502) 564-7098

ANDERSON COUNTY CONSERVATION DISTRICT ANNUAL REPORT

A MOTION WAS MADE BY DEAN DURR, SECONDED BY DAVID MONTGOMERY TO ACKNOWLEDGE RECEIPT OF THE ANDERSON COUNTY CONSERVATION DISTRICT ANNUAL REPORT. VOTING YES WERE RODNEY DURR, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

*Anderson County  
Conservation District*



*Annual  
Report of  
Accomplishments*

**Fiscal year 2022-23**

**The Annual Report is prepared by the  
Anderson County Conservation District (ACCD)  
Board of Supervisors to outline their activities and  
successes of the past year.**

## Statewide Recognitions



Anderson County picked up several awards at the Kentucky Association of Conservation District's (KACD) 78<sup>th</sup> Annual Meeting in Bowling Green.

The **Outstanding Junior Conservation Board Award** was presented to Anderson County at Sunday night's banquet. Junior Board president Rachael Bancroft, center, and adviser Beverly McElwain, right, accepted the award from KACD President Shane Wells.

Local landowner Jody Hughes was selected to receive the Cooperator of the Year Runner-Up Award. Hughes has installed several Best Management Practices, including:

- Dipoline & Tank
- Seeding
- Woven Wire Fencing
- Heavy use area
- Gravity Pipeline
- Stack Pad/Feeding Barn
- Channel Stream Liner
- Grade Stabilization Structure
- Stream Crossing
- Fence Line Bunk Feeders
- Rock Gateways



Mike Wilson was named a finalist for the prestigious Sand County Leopold Award. Mike's farm has been featured in *The Anderson News* and *Progressive Farmer*. The farm features two Bo Renfro feeding structures, automatic watering systems, and hay barns. Mike practices proper stocking density, nutrient management, and bale grazing.



Leopold Conservation Award Finalist Mike Wilson attends the KACD awards banquet with his family.



Leopold finalist Mike Wilson pauses with Cooperator of the Year Runner-Up Jody Hughes and Leopold Conservation Award National Director Lance Irving at the KACD 78<sup>th</sup> Annual Meeting in Howling Green.

## Other KACD Highlights



**Top:** Anderson County delegate Roy Toney presented a resolution at Tuesday's business session.



**Above:** District Administrative Secretary Beverly McElwain presented information about the district's Junior Conservation Board at one of the breakout sessions.



**Left:** Young Kamdon Wilson, right, was selected to draw the winning KACD Auxiliary quilt entry.

## State Cost Share

Anderson County was also approved for 3 State Cost Share projects in 2023 totaling \$38,146.05. The practices address installing Best Management Practices on land to improve their livestock and pastureland. Once complete, landowners will be reimbursed for 75% of the cost, not to exceed \$20,000.

## Oath of Office

Anderson County Judge-Executive Orbrey Grilton was on hand at the January meeting of the Anderson County Conservation District to administer the oath of office to the district's re-elected board members.



From left, board supervisors Roy Toney, Mike Wilson and Don Sayre were re-elected in November to another four-year term.

*They affirmed that, "I do solemnly swear that I will support the Constitution of the United States and the Constitution of the Commonwealth of Kentucky, and be faithful and true to the Commonwealth of Kentucky so long as I continue a citizen thereof; that I will faithfully execute to the best of my ability the office of Anderson County Conservation District Board Supervisor, according to law; and I do further solemnly swear that since the adoption of the present constitution, I, being a citizen of the state, have not fought a duel with deadly weapons within this state nor out of it, nor have I sent or accepted a challenge to fight a duel with deadly weapons, nor have I acted as a second in carrying a challenge nor aided or assisted any thus offending, so help me God."*



## Education & Promotion

The Jim Claypool Art Contest and Conservation Writing kicked off on September 1st. This year's theme was "We All Need Water." Tabloids and poster board were distributed to teachers and educators upon request. The district received three essays and fourteen art entries from five elementary schools and a middle school.



We continued our tradition of hosting an annual spring banquet to honor the winners.



Top: The Junior Conservation Board helped with registration, greeting each family as they entered the building.  
Bottom: NRC'S Soil Scientist Brynn Jacobs demonstrated the Rainfall Simulator



Invited guests and their families enjoyed a chicken strip dinner



KACD Executive Director Crystal Rentro presented information about soil health

More winning smiles!



Left: Board supervisor Don Sayre presented Kingdom Academy of the Bluegrass student Grace Schweighardt first place in the district for her poster (above).



Don Sayre presented awards to winners Kora Beasley, Jacie Lillpop, and Evelyn Redka

## Roy Toney Conservation Scholarships



One component of the Anderson County Conservation District's mission as outlined in their Annual Plan of Work is "to teach the youth and citizens in awareness and environmental education."

The board helps accomplish that mission by sponsoring three \$1000 scholarships that are awarded to recent Anderson County graduates pursuing secondary education who show an interest in agriculture or the environment.

To honor the work of former Anderson County DC Roy Toney, this year the board voted to rename the scholarship in his honor. Roy has been an advocate for farmers for 45+ years and served for many years as the board chairman.



The first-ever recipients of the Roy Toney Conservation Scholarship were 2022 graduates **Annaliese Luna, Hannah Murphy, and Kylee Wynans**. All three are graduates of Anderson County High School.

Annaliese Luna is attending the University of Kentucky as a Music major. She believes "something as simple as singing the national anthem at a sporting event, music is an instrument for bringing community together." Annaliese served on the Anderson County Junior Conservation Board in 2018-19.



When Hannah Murphy was a little girl she told everyone that when she grew up she was going to be a horse doctor. She attends Eastern Kentucky University, seeking a bachelor's degree in Pre-Veterinary Medicine. She plans to attend Auburn University to pursue her doctorate.

Kylee Wynans is enrolled at Lindsey Wilson College majoring in Elementary Education with a minor in Agriculture.

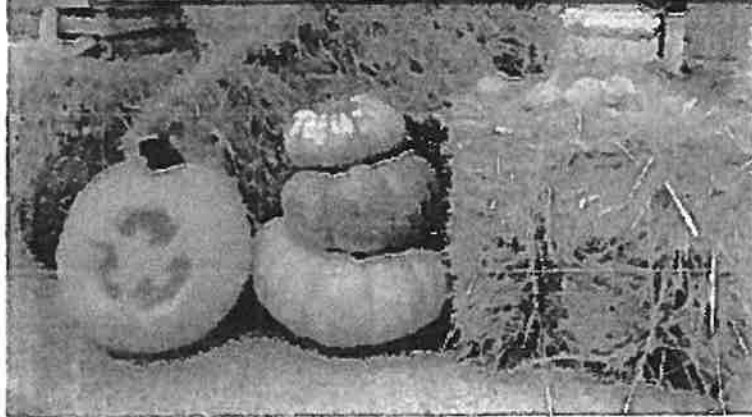
The board congratulates these outstanding young people!

## Junior Conservation Board

The district's **Junior Conservation Board** completed its seventh year.



**Top:** Rachael, Min, selected to carve the recycling symbol this year to remind everyone of the importance of conservation.



**Left:** The carved pumpkin is on display alongside others on the courthouse steps.

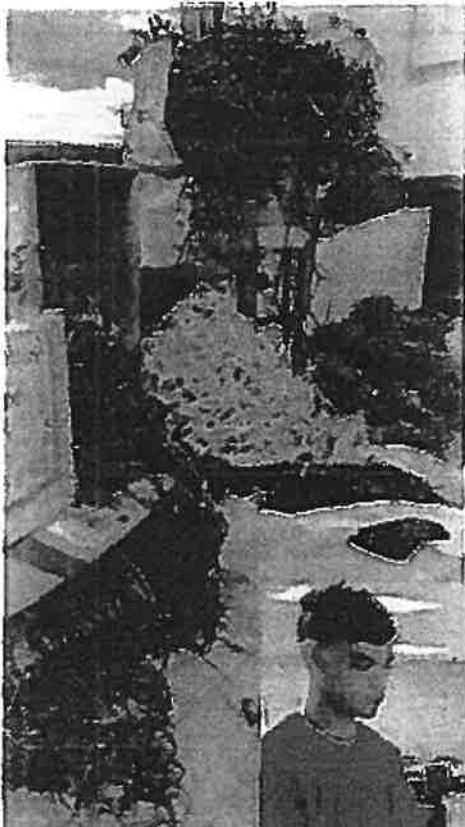
They continued their tradition of collecting discarded Christmas trees to use in the Beaver Lake habitat project, Anderson County's annual Jack-O-Lantern Spectacular on the courthouse steps, and Main Street Clean Sweep in conjunction with Bluegrass Green Source.



Every autumn the Junior Conservation Board sponsors the **Largest Tree in the County Contest**, which encourages families to get outside in the crisp air before the oncoming winter weather restricts outdoor activities. Of all entries submitted in this year's contest, 11-year-old Kamdon Wilson's entry was the

largest. The red oak tree located on his farm on McDonald Road measured 183" and was verified and declared the winner by the Junior Conservation Board. In keeping with the theme, Junior Board president Rachael Bancroft presented Kamdon with a gift card to everyone's favorite "tree"—The Dollar Tree.





After Christmas, when the trees come down and all the decorations are unplugged until next year, some of the festive light strings may be burned out, unlit, or otherwise unsuitable for another holiday season.

Christmas lights contain copper wiring, glass, plastic, and polyvinyl chloride (PVC). Even the newer LED-type Christmas light sets are entirely recyclable. They should, however, not be placed in regular recycle bins.

The Junior Board offered an opportunity for discarded holiday lights! The students collaborated with local businesses and Bluegrass Green Source to collect string lights, extension cords, light sensors, power strips,

timers, and electric candles, so that they may be recycled properly.



Some of the moms pitched in to help the Junior Board members wrap boxes in colorful Christmas paper to place at businesses around town for their inaugural Christmas light collection. Lights were even donated from neighboring Woodford County!

For the seventh year, the Junior Conservation Board collected discarded Christmas trees at Ace Hardware as part of the Beaver Lake Fish Habitat.

They collected 60 trees this year—the most ever! They

appreciate the support of the community. The trees were submerged into Beaver Lake in February to be used as fish attractors.

But we couldn't do it alone! Thanks to Joseph Zimmerman and the Kentucky Department of Fish and Wildlife Resources for allowing us to partner with them.

Thanks to Ace Hardware for use of the parking lot as a collection point!





A couple of weeks after the Christmas trees were loaded onto a trailer and hauled to nearby Beaver Lake, the Kentucky Department of Fish and Wildlife Resources (KDFWR) enlisted the help of several local groups to help tie the trees to cinder blocks in preparation to submerge them into the lake. Other trees were trucked in from across the state for a total of 2000 trees!

The Anderson County High School Bass Fishing Club and a local Cub Scout den spent the morning helping Fish & Wildlife and the Junior Board before they were stacked in pyramids of ten so that a forklift could lift them as a bundle and load them onto a barge to be submerged into the lake at a later date.



The group partnered with Bluegrass GreenSource to complete the Main Street Clean Sweep initiative, focusing on removing litter and debris from the stream that runs through downtown Lawrenceburg. Several individuals from other youth organizations were enlisted to help complete the project.

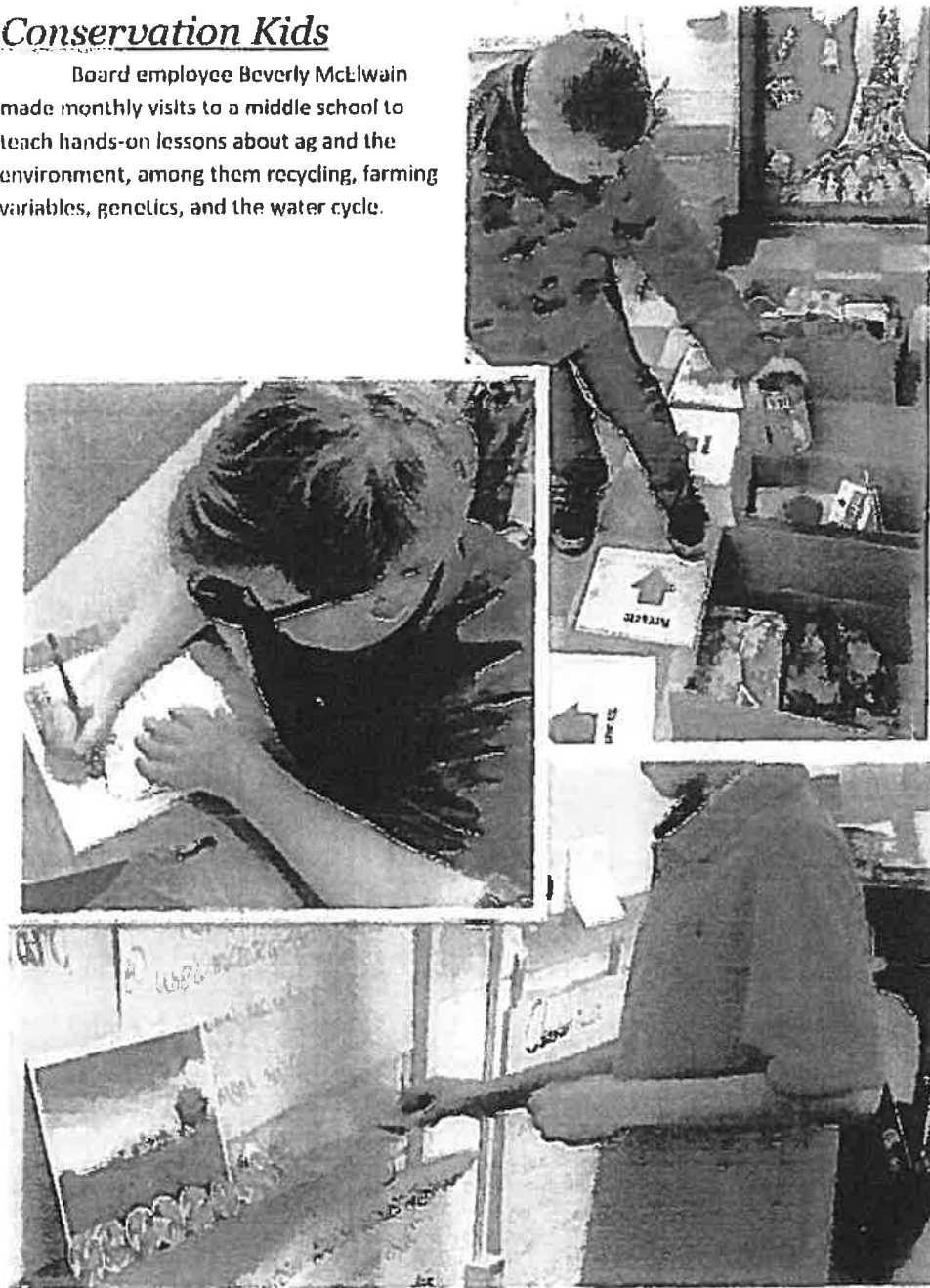


One of their favorite events of the year is the tree seedling giveaway in conjunction with Earth Day. They are always happy to interact with the public, educating them about trees and helping them select the perfect ones for their yards.



## Conservation Kids

Board employee Beverly McLwain made monthly visits to a middle school to teach hands-on lessons about ag and the environment, among them recycling, farming variables, genetics, and the water cycle.





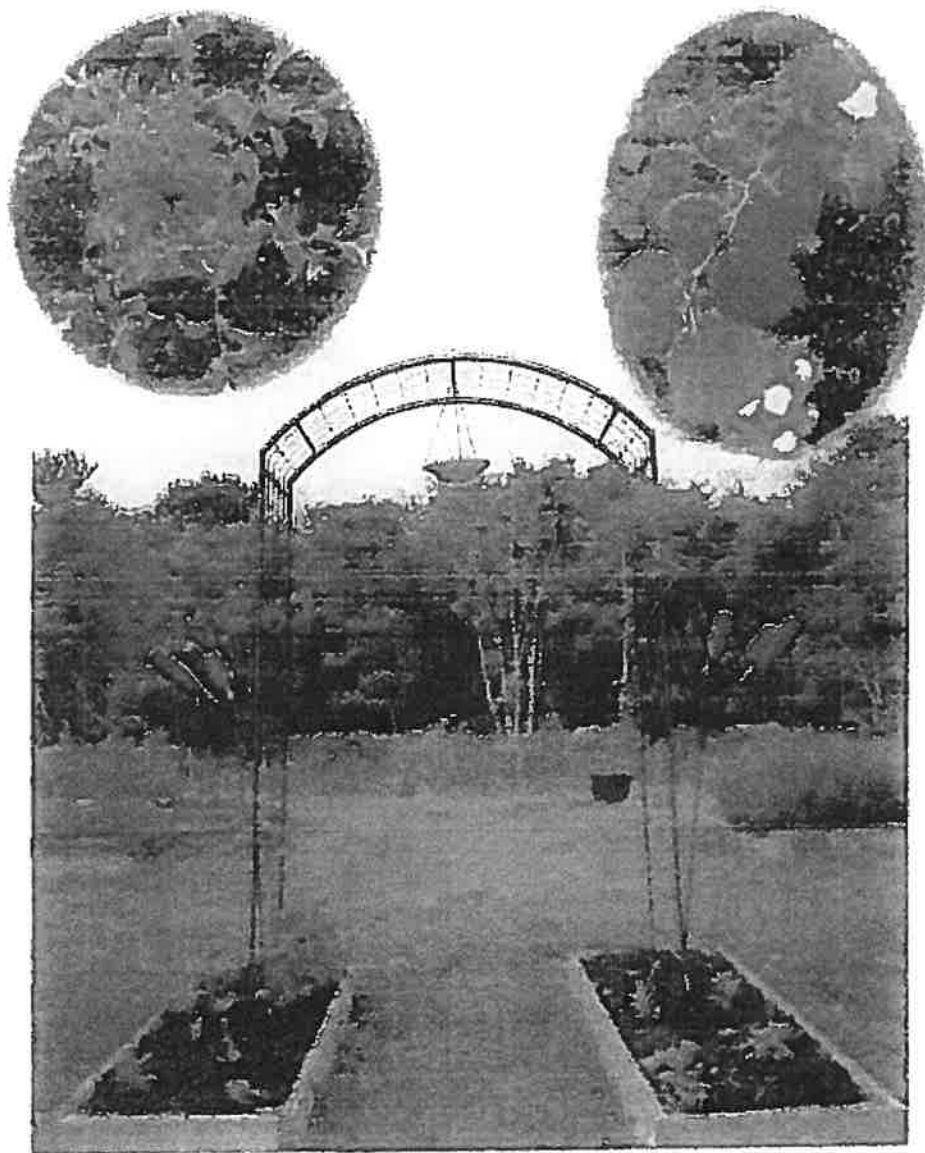
The students made virtual visits to 10 farms across the state, completed their passports, and learned about Kentucky agriculture as they "traveled."

Throughout the school year she also presented lessons to a homeschool group via virtual field trips from [teachkyag.org/](http://teachkyag.org/) on topics ranging from cows and pigs to corn and soybeans.



### Local Cost Share

For the second year the district offered a local cost share, funding pollinator plots for backyard gardeners. The program was aimed at urban dwellers but open to all Anderson County residents.



**ANNUAL FINANCIAL REPORT  
ANDERSON COUNTY CONSERVATION DISTRICT  
GENERAL FUND (ALL ACCOUNTS)  
JULY 1, 2022-JUNE 30, 2023**

GALETON BRANCHY FORTRESS JULY 4, 2022

217,082.11

		RECEIPTS	
<b>R40000 INTERGOVERNMENTAL REVENUES</b>			<b>9173,867.61</b>
R40100 FISCAL COURT			640,740.00
R40110 GENERAL FUNDS	\$40,000.00		
R40120 DEAD ANIMAL	\$0.00		
R40130 OTHER	\$0.00		
R40300 STATE		\$137,817.61	
R40310 INRELY AID	\$7,875.00		
R40320 STATE COST SHARE	\$110,792.61		
R40330 ENVIRONMENTAL GRANT	\$7,542.00		
R40380 319 GRANTS	\$0.00		
R40381 PROGRAM FUNDING	\$0.00		
R40382 ADMINISTRATIVE	\$0.00		
<b>R60000 OTHER REVENUES</b>			<b>81,222.80</b>
R60100 REIMBURSEMENTS		8874.13	
R60600 OTHER REVENUES		8557.67	
<b>R70000 INTEREST EARNED</b>			<b>6712.07</b>
R70100 BANK ACCOUNT			
R70110 CHECKS	\$0.00		
R70200 CERTIFICATES OF DEPOSIT		6712.07	
<b>TOTAL RECEIPTS</b>			<b>9173,867.61</b>
<b>TOTAL AVAILABLE</b>			<b>9173,867.61</b>

		EXPENDITURES	
<b>E10000 PERSONNEL</b>			<b>628,296.70</b>
E10100 SALARIES AND WAGES		672,114.33	
E10110 NET SALARY	\$17,157.00		
E10120 FEDERAL TAXES	84,371.40		
E10140 OTHER TAXES	565.93		
E10200 PER DIEM		53,601.31	
E10400 WORKERS COMP		9370.28	
E10500 UNEMPLOYMENT		51,600.70	
E10700 OTHER		2010.00	
<b>E20000 OPERATING EXPENSE</b>			<b>628,024.28</b>
E20100 CONTRACTED SERVICES		514,040.70	
E20110 ADVERTISING AND PRINTING	210.50		
E20120 PROFESSIONAL SERVICES	90.00		
E20130 MAINTENANCE AND REPAIRS	905.97		
E20140 UTILITIES	53,174.40		
E20150 RENTS AND LEASES	40,000.00		
E20180 INSURANCE AND BONDS	3388.86		
E20180 OTHER CONTRACT EMPLOYEE BENEFITS	92,160.00		
E20200 MATERIALS AND SUPPLIES		53,523.37	
E20210 OFFICE SUPPLIES	92,474.11		
E20220 TREES AND TREE BAGS	81,082.26		
E20300 OTHER OPERATING EXPENSE		67,241.17	
E20310 EDUCATION AND PROMOTION	351.00		
4-H Camp Sponsorships	30.00		
Art & Writing Contest	2257.00		
Awards Banquet	8013.70		
Christmas meeting	4400.40		
Conservation Kids	5194.17		
Scholarships	33,000.00		
Banquet Awards & giveaways	11,843.70		
Junior Board	3263.58		
SoJ Stewardship Education	50.00		
Spring Field Day	3698.82		
Brandad equpmnt	1122.88		
E20320 FEE	50.00		
<b>E30000 ADMINISTRATION</b>			<b>5130,318.71</b>
E30100 DUES AND SUBSCRIPTIONS		887.86	
E30200 TRAVEL AND TRAINING		51,640.41	
E30300 GRANTS AND DONATIONS		3750.00	
E30400 PROGRAMS		5125,840.04	

E30410 STATE COST SHARE	\$119,204.00
E30440 ENVIRONMENTAL GRANTS	37,810.00
E30450 319 ADMINISTRATION	80.00
E30460 OTHER/SPECIAL PROJECTS	956.00
E30809 INVESTMENT LOSS	

10 00

TOTAL EXPENDITURES

167,050.00

UNRECORDED ASSETS

27,253.00

UNRECORDED LIABILITIES

27,809.00

I CERTIFY THAT THIS FINANCIAL REPORT REPRESENTING ALL ASPECTS OF THE DISTRICT IS TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IF THE DISTRICT HAS SUBMITTED A CORRECTIVE MEASURE PLAN BASED ON PREVIOUS AUDIT FINDINGS AND IS FOLLOWING THIS PLAN TO SAFEGUARD PUBLIC FUNDS. IF THIS IS NOT THE CASE THE CONSERVATION DISTRICT MUST ATTACH A LETTER STATING THE ITEMS THAT HAVE NOT BEEN CORRECTED AND THE STEPS BEING TAKEN TO CORRECT THESE DEFICIENCIES. AT A MINIMUM THIS PLAN MUST INCLUDE STEPS THAT WILL CORRECT ANY NONCOMPLIANCE ISSUES WHICH ARE REQUIRED BY LAW.

CONSERVATION DISTRICT TREASURER

(NAME)

**SHERIFF'S REPORT**

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



**ANDERSON COUNTY SHERIFF'S OFFICE**

Sheriff Joe Milam  
208 South Main Street  
Lawrenceburg, Kentucky 40342

September 7, 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 August 1, 2023 through August 31, 2023:

Writing on Fee Claim \$14,184.21

State	0	Commission	0
County	0	Commission	0
School	0	Commission	0
Library	0	Commission	0
Health	0	Commission	0
Fire	0	Commission	0
Extension	0	Commission	0

School Int	\$0
S.O. Int	\$0
Refunds	\$0
S.O. Fees	\$0
Business License Collections	\$3,050.00
County	\$2,135.00
S.O.	\$915.00

*[Signature]*  
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 15<sup>th</sup> day of September, 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 15<sup>th</sup> day of September, 2023.

*[Signature]*  
Anderson County Clerk



**BILLS LIST AND ADDENDUM B**

A MOTION WAS MADE BY KENNY BARNETT, 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. MOTION PASSED 6-0.

**Anderson County Fiscal Court  
Bill List  
September 15, 2023**

<b>Source Name</b>	<b>Memo</b>	<b>Account</b>	<b>Paid Amount</b>
<b><u>911 Billing Services &amp; Consultants</u></b>			
911 Billing Services & Consultants	P.O.# 60719	5305 - EMS Debt Collection Fees	11,212.53
Total 911 Billing Services & Consultants			11,212.53
<b><u>Airgas</u></b>			
Airgas	P.O. # 60720	5201 - Medical Supplies - Dispos.	510.25
Total Airgas			510.25
<b><u>Amazon Capital Services</u></b>			
Amazon Capital Services	P.O. # 60721	5309 - EMS Vehicle Maint. & Re ..	71.50
Total Amazon Capital Services			71.50
<b><u>Anderson County Tire</u></b>			
Anderson County Tire	P.O. # Various	5612 - Road Equipment Repairs	229.01
Anderson County Tire	P.O. # Various	5612 - Road Equipment Repairs	750.53
Anderson County Tire	P.O. # Various	5612 - Road Equipment Repairs	880.78
Total Anderson County Tire			1,860.32
<b><u>Animal Clinic</u></b>			
Animal Clinic	P.O.# 60768	5432 - Veterinarian Charges	924.83
Total Animal Clinic			924.83
<b><u>Big 3 Tractor Co.</u></b>			
Big 3 Tractor Co.	P.O.# Various	5617 - Road Parts	142.23
Big 3 Tractor Co.	P.O.# Various	5617 - Road Parts	375.24
Big 3 Tractor Co.	P.O.# Various	5617 - Road Parts	208.34
Total Big 3 Tractor Co.			725.81
<b><u>Bluegrass Kesco</u></b>			
Bluegrass Kesco	P.O. # 60792	6305 - Courthouse Fine Repairs	200.00
Total Bluegrass Kesco			200.00
<b><u>Bound Tree Medical</u></b>			
Bound Tree Medical	P.O.# 60722	5201 - Medical Supplies - Dispos. .	1,709.95
Total Bound Tree Medical			1,709.95
<b><u>Brandeis</u></b>			
Brandeis	P.O. # 60725	5617 - Road Parts	83.66
Total Brandeis			83.66
<b><u>Brandi Wright</u></b>			
Brandi Wright	P.O.# 60770	4034 - Park Facility Rental	50.00
Total Brandi Wright			50.00
<b><u>Cain Auto Supply</u></b>			
Cain Auto Supply	P.O.# 60723	5309 - EMS Vehicle Maint. & Re ..	244.49
Total Cain Auto Supply			244.49

**Anderson County Fiscal Court  
Bill List  
September 15, 2023**

Source Name	Memo	Account	Paid Amount
<b><u>Cardmember Service</u></b>			
Cardmember Service	P.O.# Various	5504 · Park Supplies and Equip ..	6 00
Cardmember Service	P.O.# Various	5004 · Training	412.02
Cardmember Service	P.O.# Various	5504 · Park Supplies and Equip..	59.79
Cardmember Service	P.O.# Various	5147 · Postage - Annex	28.75
Cardmember Service	P.O.# Various	5434 · Animal Shelter Supplies	177.93
Cardmember Service	P.O.# Various	5130 · Zoning Enforcement Soft...	340.00
Cardmember Service	P.O.# Various	5504 · Park Supplies and Equip..	142.56
Cardmember Service	P.O.# Various	5252 · EM Program	225 00
Cardmember Service	P.O.# Various	5308 · EMS Computer Maint. & ...	29.29
Cardmember Service	P.O.# Various	5814 · Road Garage Supplies	332.18
Cardmember Service	P.O.# Various	5042 · Coroner Expenses	628.27
Cardmember Service	P.O.# Various	5504 · Park Supplies and Equip..	89.99
Cardmember Service	P.O.# Various	5434 · Animal Shelter Supplies	0.99
Cardmember Service	P.O.# Various	5614 · Road Garage Supplies	279.90
Cardmember Service	P.O.# Various	5045 · Coroner Training	521.09
Cardmember Service	P.O.# Various	5004 · Training	432.02
Total Cardmember Service			3,715.78
<b><u>Cintas</u></b>			
Cintas	P.O.# 80811	5814 · Road Garage Supplies	550.50
Total Cintas			550.50
<b><u>Countryside Industries LLC</u></b>			
Countryside Industries LLC	P.O.# 60752	5451 · Solid Waste Carcass Re ..	1,800.00
Total Countryside Industries LLC			1,800.00
<b><u>De Lage Landen Financial</u></b>			
De Lage Landen Financial	P.O.# 60772	5306 · EMS Lease - Copier Mac...	195.79
Total De Lage Landen Financial			195.79
<b><u>Deere and Company</u></b>			
Deere and Company	P.O.# 60793	5625 · Road Equipment Purchase	23,043.96
Total Deere and Company			23,043.96
<b><u>Division of Surplus Property</u></b>			
Division of Surplus Property	P.O.# 60781	5622 · Road Tools	105.00
Total Division of Surplus Property			105.00
<b><u>Emergency Medical Products</u></b>			
Emergency Medical Products	P.O.# 60773	5201 · Medical Supplies - Dispos...	2,640.99
Total Emergency Medical Products			2,640.99
<b><u>Fastenal</u></b>			
Fastenal	P.O.# 60700	5497 · Park Custodial Supplies	273.00
Total Fastenal			273.00
<b><u>Frankfort Materials Company</u></b>			
Frankfort Materials Company	P.O.# 60559	5610 · Highway Paving/Patching	250.25
Total Frankfort Materials Company			250.25
<b><u>G &amp; J Pepsi Cola</u></b>			
G & J Pepsi Cola	P.O.# 60763	5502 · Park Concessions	440.25
Total G & J Pepsi Cola			440.25
<b><u>Global Supply &amp; Floor Equipment</u></b>			
Global Supply & Floor Equipment	P.O.# 60754	5161 · Custodial Supplies - Cour...	291.44
Total Global Supply & Floor Equipment			291.44

**Anderson County Fiscal Court**  
**Bill List**  
September 15, 2023

Source Name	Memo	Account	Paid Amount
<b><u>Heidelberg Materials Midwest Agg, Inc</u></b>			
Heidelberg Materials Midwest Agg, Inc	P.O.# Various	5813 - Chip Seal Maintenance (S ..	1,048.38
Heidelberg Materials Midwest Agg, Inc	P.O.# Various	5813 - Chip Seal Maintenance (S...	210.30
Heidelberg Materials Midwest Agg, Inc	P.O.# Various	5813 - Chip Seal Maintenance (S ..	1,075.93
Heidelberg Materials Midwest Agg, Inc	P.O.# Various	5813 - Chip Seal Maintenance (S ..	839.14
Total Heidelberg Materials Midwest Agg, Inc			3,173.73
<b><u>J+R Pharmacy</u></b>			
J+R Pharmacy	P.O.# 60799	5910 - Jail Routine Medical	884.00
Total J+R Pharmacy			884.00
<b><u>Life Assist</u></b>			
Life Assist	P.O.# 60774	5201 - Medical Supplies - Dispos...	3,117.02
Total Life Assist			3,117.02
<b><u>Mago Construction</u></b>			
Mago Construction	P. O. # 60743	5826 - Contract Highway Paving	2,230.20
Total Mago Construction			2,230.20
<b><u>Meade Tractor</u></b>			
Meade Tractor	P.O.# Various	5617 - Road Parts	915.45
Meade Tractor	P.O.# Various	5617 - Road Parts	171.38
Total Meade Tractor			1,086.83
<b><u>Molina Healthcare</u></b>			
Molina Healthcare	P.O.# 60775	5319 - EMS Reimbursements	226.00
Total Molina Healthcare			226.00
<b><u>O'Reilly Auto Parts</u></b>			
O'Reilly Auto Parts	P.O.# Various	5622 - Road Tools	509.30
O'Reilly Auto Parts	P.O.# Various	5617 - Road Parts	35.80
O'Reilly Auto Parts	P.O.# Various	5617 - Road Parts	40.82
O'Reilly Auto Parts	P.O.# Various	5058 - Vehicle Maintenance	303.38
Total O'Reilly Auto Parts			889.28
<b><u>Pitney Bowes</u></b>			
Pitney Bowes	P.O.# 60803	5147 - Postage - Annex	729.07
Pitney Bowes	P.O.# 60755	5147 - Postage - Annex	210.03
Total Pitney Bowes			939.10
<b><u>Public Entity</u></b>			
Public Entity	P.O. # 60791	5504 - Park Supplies and Equip.	351.90
Public Entity	P.O. # 60776	5330 - EMS Insurance - Fireman...	24,479.00
Total Public Entity			24,830.90
<b><u>Revival Animal Health</u></b>			
Revival Animal Health	P.O.# 60766	5434 - Animal Shelter Supplies	934.06
Total Revival Animal Health			934.06
<b><u>S &amp; S Tire</u></b>			
S & S Tire	P. O. # 60777	5309 - EMS Vehicle Maint. & Re...	1,177.72
Total S & S Tire			1,177.72
<b><u>Saf-Ti-Co</u></b>			
Saf-Ti-Co	P.O.# 60747	5620 - Road Signs & Posts	497.68
Saf-Ti-Co	P.O.# 60769	5620 - Road Signs & Posts	532.50
Total Saf-Ti-Co			1,030.18

**Anderson County Fiscal Court  
Bill List  
September 15, 2023**

Source Name	Memo	Account	Paid Amount
<b><u>Southern Petroleum</u></b>			
Southern Petroleum	P.O.# 60788	5488 · Park Fuel	831.24
Southern Petroleum	P.O.# 60778	5312 · EMS Fuel	4,179.51
Total Southern Petroleum			5,010.75
<b><u>Southern States</u></b>			
Southern States	P.O.# 60798	4031 · Misc. Receipts	48.00
Total Southern States			48.00
<b><u>Superior Hose &amp; Fitting</u></b>			
Superior Hose & Fitting	P.O.# 60800	5817 · Road Parts	176.95
Total Superior Hose & Fitting			176.95
<b><u>Suzanne Rogers, Ph. D</u></b>			
Suzanne Rogers, Ph. D	P.O.# 60788	5160 · Attorney Fees	350.00
Total Suzanne Rogers, Ph. D			350.00
<b><u>Tractor Supply</u></b>			
Tractor Supply	P.O. Various	5504 · Park Supplies and Equip...	4.16
Tractor Supply	P.O. Various	5814 · Road Garage Supplies	171.94
Total Tractor Supply			176.10
<b><u>University of KY Veterinary Diagnostic</u></b>			
University of KY Veterinary Diagnostic	P.O.# 60765	5432 · Veterinarian Charges	180.00
Total University of KY Veterinary Diagnostic			180.00
<b>TOTAL</b>			<b>97,371.10</b>

**Anderson County Fiscal Court**  
**Bill List-Addendum B**  
September 17, 2023

Source Name	Memo	Account	Paid Amount
<u>Edmondson Plumbing</u>			
Edmondson Plumbing	P.O.# 60673	6025 - Equipment Purchase	723.16
Total Edmondson Plumbing			723.16
<u>Enterprise Fleet Management</u>			
Enterprise Fleet Management	P.O.# 60825	5446 - Animal Shelter Vehicle ...	2,468.25
Total Enterprise Fleet Management			2,468.25
<b>TOTAL</b>			<b>3,191.41</b>

**BILLS LIST ADDENDUM A**

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

**Anderson County Fiscal Court  
Bill List-Addendum A  
September 18, 2023**

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<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. # 60802	6140 - Courthouse Contract Cl...	1,985.00
Total Mary and Martha's Cleaning Service			1,985.00
<b>TOTAL</b>			<b>1,985.00</b>

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**ADJOURN**

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

---

HONORABLE ORBREY GRITTON  
ANDERSON COUNTY JUDGE EXECUTIVE

## 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](mailto: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 18 day of August, 2023.

**ANDERSON COUNTY, KENTUCKY**

Signature:

\_\_\_\_\_

Name/Title:

Orbrey Gritton, Anderson Co. Judge / Executive

Accepted this 15<sup>th</sup> day of August, 2023, subject to applicable federal and Commonwealth law.

**SPECTRUM MID-AMERICA, LLC**

**By: Charter Communications, Inc., its Manager**

Signature:

\_\_\_\_\_

Name/Title:

\_\_\_\_\_

**FRANCHISE AGREEMENT EXTENSION  
ANDERSON COUNTY, KENTUCKY**

**WHEREAS**, Spectrum Mid-America, LLC (successor-in-interest to Time Warner NY Cable LLC) (“Grantee”) currently holds a Franchise Agreement (“Agreement”) with Anderson County, Kentucky (“Grantor”) which became effective on April 6, 2010; and

**WHEREAS**, the Agreement expired by its terms on April 6, 2020; and

**WHEREAS**, Grantee filed timely notice of intent to renew its Agreement with the Grantor pursuant to section 626 of the Cable Communications Policy Act of 1984 (The “Cable Act”); and

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Cable 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

**NOW, THEREFORE, BE IT RESOLVED**, that the Grantee is willing to grant an extension of the current Agreement until April 6, 2030. Except as stated below, all other terms and conditions of the existing franchise shall remain the same. The parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto.

In addition, the following amendments are made:

Section 3.6 is amended to reflect that a copy of notices to the Grantee pursuant to the Agreement shall be sent to:

Charter Communications, Inc.  
Attn: Vice President, Local Government Affairs & Franchising  
601 Massachusetts Ave. NW, Suite 400W  
Washington, DC 20001

Section 11.1(A) is amended to state that “Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned, or transferred, except such notice shall not be required if the transfer is to an entity controlling, controlled by, or under common control with the Grantee.”

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

Anderson County, Kentucky

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

Spectrum Mid-America, LLC  
By Charter Communications, Inc., Its Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**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 \$300,034 for the Hammonds Creek Road, 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 states; 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 KENTUICKY, ANDERSON COUNTY

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 3<sup>rd</sup> of October, 2023.

PRINTED NAME: Jason Denny

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

FISCAL COURT CLERK OF ANDERSON COUNTY

ANDERSON COUNTY  
HAMMONDS CREEK ROAD  
\$300,034 – FD39 FUNDS

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

**THIS AGREEMENT**, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and Anderson County, 137 South Main Street, P.O. Box 542, Lawrenceburg, KY 40342, hereinafter referred to as the Local Public Agency (“**LPA**”).

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to resurface Hammonds Creek 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 **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LPA** up to \$300,034 in state contingency funding (FD39) for the completion of this **Project**; and

ANDERSON COUNTY  
HAMMONDS CREEK ROAD  
\$300,034 – FD39 FUNDS

**WHEREAS**, any cost in excess of the reimbursement funding (\$300,034) 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 \$300,034 for completion of work by the **LPA**, or consultants, contractors, or subcontractors hired by the **LPA**, under the obligations of this Agreement for resurfacing Hammonds Creek Road (CR 1032) from Milepoint 0.00 extending northerly to KY 512 for approximately 4.674 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 \$300,034 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 \$300,034 in state contingency funding (FD39) 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 \$300,034 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**.

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

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, edition of 2019, 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

**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. 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.

14. 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.
15. 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.
16. 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 for materials, equipment, or labor as intended and at the location agreed herein by both parties.

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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.

17. 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.
18. 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.
19. 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.



20. 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.
  
21. 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 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.
  
22. 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.

23. 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.
24. 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.

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25. 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 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.
  
26. 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.

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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:  
  
\_\_\_\_\_  
00A9A0E2A8208E...

Todd Shipp  
Office of Legal Services

DATE: 9/18/2023  
\_\_\_\_\_



# COMMONWEALTH OF KENTUCKY

TASHA HELLARD, ANDERSON COUNTY JAILER

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

## AUGUST 2023 FISCAL COURT REPORT

There were 58 people arrested for the month of August with 123 total charges. This is 7 less than last month with 6 less 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 24

Total number of inmates transported for Court 60

Total number of transports for the month 137

We used 308 gallons of fuel at a cost of \$1,080.41

Total inmate housing for the month from Shelby County \$36,015.00

I collected \$609.91 from the state for transporting felony inmates.

AI's	0
DUI's	14

### Felony Charges

Possession of controlled substance 1 <sup>st</sup> degree	4
Trafficking in a controlled substance 1 <sup>st</sup>	1
Fleeing or evading police 1 <sup>st</sup> (motor vehicle)	1
Criminal Mischief 1 <sup>st</sup>	1
Wanton Endangerment 1 <sup>st</sup>	3
Trafficking in marijuana 1 <sup>st</sup>	1
Fugitive warrant out of another state	1
Tampering with physical evidence	1
Unlawful Imprisonment 1 <sup>st</sup> degree	1
Strangulation 1 <sup>st</sup> degree	1
Assault 2 <sup>nd</sup> -Domestic Violence	1

Probation Violation	2
Violation of Bond Condition	1
Theft of identify of another without consent	1
Operating motor vehicle under influence 4 <sup>th</sup>	1

Individual Charges

Operating on suspended/revoked license 1 <sup>st</sup>	5
Operating on DUI suspended license 1 <sup>st</sup>	2
Theft by unlawful taking shoplifting	1
Terroristic Threatening 3 <sup>rd</sup>	1
Assault 4 <sup>th</sup> degree dating violence (minor injury)	2
Assault 4 <sup>th</sup> (domestic violence) minor injury	1
Assault 4 <sup>th</sup> degree (no visible injury)	1
Violation of EPO/DVO	1
Public Intoxication	1
Resisting arrest	1
Disorderly conduct 1 <sup>st</sup>	1
Disorderly conduct 2 <sup>nd</sup>	1
Fleeing or evading police 2 <sup>nd</sup> (on foot)	2
Operating motor vehicle under influence 3 <sup>rd</sup>	2
Open container of alcohol in a motor vehicle	5
Possession of drug paraphernalia	3
Possession of marijuana	1
Criminal littering	1
Criminal mischief 3 <sup>rd</sup>	1
Failure of owner to maintain required insurance	3
Failure of non-owner to maintain required insurance	3
No Motorcycle/operator's license	8

Failure to notify address change to Department of Transportation	1
Failure to give right of way stopped emergency vehicle	1
Giving officer false identifying information	1
Hindering prosecution or apprehension 2 <sup>nd</sup> degree	1

Traffic

* No registration plates	4
*No registration receipt	6
*Display of illegal/altered registration plate	1
*Failure to wear seatbelt	3
*Careless driving	3
*Reckless driving	6
*Failure to produce insurance card	7
*Local violation codes	1
* No warning flag or signal (projecting load)	1
*Speeding over limit	2
*Improper equipment	1
*Rear license not illuminated	1
* Disregarding stop sign	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 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: 9-1-23

Year and Make of Vehicle:	<u>03 Ford</u>	<u>12 Chevy</u>	<u>19 Ford</u>
Ending Mileage for the Month:	<u>389108</u>	<u>354670</u>	<u>89071</u>
Beginning Mileage for the Month:	<u>388894</u>	<u>352670</u>	<u>86256</u>
Miles driven for the Month:	<u>214</u>	<u>2,000</u>	<u>2,815</u>

Date:	Gallons/Costs	Mileage
1. 8-1-23	20 \$68.01	86284
2. 8-4-23	26 \$96.30	353046
3. 8-4-23	12 \$43.40	86495
4. 8-7-23	16 \$55.50	86777
5. 8-8-23	9 \$33.30	86942
6. 8-9-23	10 \$36.06	353211
7. 8-11-23	23 \$78.54	353586
8. 8-12-23	12 \$42.05	87156
9. 8-14-23	15 \$51.00	87423
10. 8-16-23	12 \$43.00	87638
11. 8-17-23	25 \$85.31	353986
12. 8-20-23	14 \$48.00	87863
13. 8-22-23	16 \$64.00	189107
14. 8-21-23	16 \$54.24	88144
15. 8-21-23	12 \$41.75	354154
Total fuel		Total Costs
<u>308</u>		<u>\$1,080.41</u>
16. 8-22-23	14 \$46.80	83360
17. 8-23-23	12 \$41.18	88575
18. 8-28-23	19 \$66.25	88903
19. 8-31-23	25 \$85.72	354561