



# 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 17, 2023

Meeting 7:00 p.m.

1. Call to Order and Roll Call
2. Invocation (District #3) & Pledge
3. Approval of Meeting Minutes for October 3, 2023
4. Visitors would you like to introduce yourself?
5. Department Head Reports
6. Connie Blackwell
7. Road Department
8. Sheriff's Report
9. Approval of Bill List
10. Other Business
11. Adjourn

**ANDERSON COUNTY FISCAL COURT**

**REGULAR MEETING**

**OCTOBER 3, 2023**

**10:00 A.M.**

**COUNTY JUDGE EXECUTIVE ORBREY GRITTON, III**

**COUNTY ATTORNEY ROBERT WIEDO**

THE ANDERSON COUNTY FISCAL COURT MET ON OCTOBER 3, 2023, AT 10:00 A.M. JUDGE EXECUTIVE ORBREY GRITTON CALLED THE MEETING TO ORDER. THOSE ANSWERING ROLL CALL WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. RODNEY DURR WAS ABSENT. JASON DENNY GAVE THE INVOCATION FOR DISTRICT 2.

**SEPTEMBER 15, 2023 MINUTES**

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DEAN DURR TO APPROVE THE MEETING MINUTES FROM SEPTEMBER 15, 2023. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**VISITORS**

SONYA CHESSEY – KACO

ED GALLREIN – SENATE CANDIDATE

SARA MORGAN

EMS EMPLOYEES

**DEPARTMENT HEAD REPORTS**

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

Department Head Report  
Anderson County Public Safety EMS/EM  
9/3/2023

- 9/19/23 – EMS responded to a double shooting with a fatality.
- 9/19/23 – Dir. Powell attended the FRMC Board of Trustee's meeting.
- 9/19/23 – Dir. Powell spoke at the Animal Care and Control Conference in Louisville.
- 9/21/23 – Dir. Powell, Chief Krogman and Chief McCourt at YKK for facility walk through.
- 9/23/23 – EMS had staff at the Burgoo Festival.
- 9/25/23 – Dir. Powell and all department heads met with Jason Denny for an election safety meeting.
- 9/25/23 – Dir. Powell met with FRMC ER administrators.
- 9/26/23 – Dep. Director Shuttleworth and Major Womack attended the area EM meeting in Lexington.
- 9/27/23 – LEPC meeting held at EMS.
- 9/28/23 – Dir. Powell attended the FRMC trauma meeting followed by the FRMC EMS meeting.
- 9/28/23 – Dir. Powell and other EMS staff members attended the Domestic Violence class conducted by the AG's office at LPD.
- 9/28/23 – Dep. Shuttleworth attended the regional EMS Directors meeting in Versailles.
- 9/29/23 – Dir. Powell and Debbie attended chief Taylor's retirement dinner.
- 9/30/23 – EMS staff attended the First Responders Breakfast at the Family Worship Center.
- 9/30/23 – EMS responded to a shooting which led to a stand off on Tyrone bridge.
- 10/1/23 – Dir. Powell, EM staff and ACSO responded to a missing 11 year old. The child was found quickly.
- 10/2/23 – Dir. Powell attended the city council meeting.

## EMS Status Report for month of: **September-23**

Run Report Stats for Month, Year, Fiscal Year						
	Month		Year 2023		Fiscal Year 23-24	
911 Runs	206	46.9%	1741	47.9%	612	46.9%
Non-transports	136	31.0%	996	27.4%	382	29.3%
Coroner ReEuests	3	0.7%	30	0.8%	8	0.6%
FRMC Transfers	39	8.9%	419	11.5%	133	10.2%
Other Transfers	2	0.5%	56	1.5%	20	1.5%
Fire/PR Events	52	11.8%	371	10.2%	140	10.7%
Blood Draws	1	0.2%	25	0.7%	9	0.7%
<b>Total Run Reports</b>	<b>439</b>	<b>100.0%</b>	<b>3638</b>	<b>100.0%</b>	<b>1304</b>	<b>100.0%</b>

Runs vs Reports Stats			
	Month	FYTD	YTD
Runs	440	1306	3641
Reports	439	1304	3638

Transfer Opportunites Missed or Turned Down **41**

Covid+ Patient Contacts

ALS Runs  
BLS Runs

911 Transport Locations	Sep-23
Air Methods	0
Central Baptist Hospital/Baptist Health	30
Bluegrass Community Hospital	9
Frankfort Regional Medical Center	122
St Joseph Hospital	6
UK Medical Center	29
Veterans Hospital, Lexington	3
Other Locations	7
<b>Total 911 Calls</b>	<b>206</b>

911 Reasons	Sep-23
Breathing Related	31
Cardiac Related	31
Drug Related	6
Fall Related	14
MVC Accident	11
Seizure Event	11
Trauma Event	36
Sickness/Other	66
<b>Total 911 Calls</b>	<b>206</b>

Fuel Cost / Consumption / Mileage for <b>September-23</b>				
	Cost	Gallons	Miles Driven	MPG
Month	\$ 6,503.42	1774.5	16695	9.41
FYTD	\$ 19,808.66	5476.5	51826	9.46



CODE ENFORCEMENT – TOM BOND

**Code Enforcement – September 3, 2023**

**August 2023 – 15 Permits Issued**

**Single Family (New) – 7   Single Family (R/A) – 1   Accessory Buildings – 4**  
**Commercial Building (New) – 0   Pole Building- 3   Manufactured Home - 0**

	<b><u>FY 2022-2023</u></b>	<b><u>FY 2023-2024</u></b>
# of Permits	34	28
Cost of Const.	\$9,276,984	\$3,651,920
Total Sq. Ft.	260,499	73,255
Total Fees	\$24,203.92	\$11,355.08

**Zoning/Floodplain – No Changes**

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**Code Enforcement –**

**1726 Main St. Tyrone**

**1631 Alton Rd.**

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**New Addresses –**

**1071 Pigeon Fork Rd.**

**1115 Aaron Barnett Rd.**

**Code Enforcement –October 3, 2023**

**September 2023 – 10 Permits Issued**

Single Family (New) – 2 Single Family (R/A) – 0 Accessory Buildings – 4

Manufactured Home – 1 Pole Barn - 3

	<u>FY 2021-2022</u>	<u>FY 2022-2023</u>
# of Permits	58	38
Cost of Const.	\$11,184,004	\$4,215,450
Total Sq. Ft.	299,694	86,181
Total Fees	\$31,486.08	\$13,751.56

Zoning/Floodplain – No Changes

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**Code Enforcement – 1 Letters Issued**

- 1365 Powell Taylor Rd.
  - 1201 Jenny Lillard
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**New Addresses – New Addresses Set**

1246 Versailles Rd.

1071 Pigeon Fork Rd.



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 Sheriff'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: 03 Ford | 12 Chevy | 19 Ford

Ending Mileage for the Month: 389108 | 354670 | 89071

Beginning Mileage for the Month: 388894 | 352670 | 86256

Miles driven for the Month: 214 | 2,000 | 2,815

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	<u>308</u>	Total Costs
		<u>\$1,080.91</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

**ANDERSON COUNTY PARKS & RECREATION**

**October 3, 2023**

- 1. Fall League softball and tball will be finished at the end of this month.**
- 2. Received check from Gov Beshear and Land & Water Grant for construction of Tennis/Pickleball.**



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

Fiscal Court Department Head Report  
October 3, 2023

Jason and Bonnie met with both City and County Fire Chiefs, the City Police Chief, the Sheriff, and EMS to discuss the security plans for each vote center for the November General Election.

All voting facilities are ready and have been approved by the state. The voting equipment has been set and inspected and is ready to go out. The office will be deploying signage beginning the second week of October to promote Early Voting, which will hopefully aid in eliminating the lines on Election Day.

Early Voting will be conducted on Thursday, November 2<sup>nd</sup> from 10 AM – 6 PM; Friday, November 3<sup>rd</sup> from 6 AM – 2 PM; and Saturday, November 4<sup>th</sup> from 8 AM – 4 PM. Early Voting will be available at the City Maintenance Garage and the Anthony D. Stratton Building.

Election Day is Tuesday, November 7<sup>th</sup> from 6 AM – 6 PM. Election Day voting will be conducted at the City Maintenance Garage, the Anthony D. Stratton Building, the Anderson County Middle School, and Emma B. Ward Elementary School.

We have approximately 50 Election Officers signed up to work for the General Election, but we could use at least a few more, especially on Election Day. Mandatory training for Election Officers will be held on Tuesday, October 24<sup>th</sup> and Thursday, October 26<sup>th</sup> beginning at 6 PM.

**CHARTER/SPECTRUM FRANCHISE AGREEMENT**

A MOTION WAS MADE BY DAVID MONTGOMERY, SECONDED BY KENNY BARNETT TO AUTHORIZE JUDGE EXECUTIVE ORBREY GRITTON TO SIGN AN EXTENSION TO THE CHARTER/SPECTRUM FRANCHISE AGREEMENT THROUGH APRIL 6, 2024. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**FRANCHISE AGREEMENT**

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

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

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

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

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

**Definition of Terms**

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

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

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

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

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

"Commonwealth" shall mean the Commonwealth of Kentucky.

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

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

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

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

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

"Service Area" shall mean the area described in subsection 6.1 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 \$1,000,000 per occurrence Combined  
all owned, non-owned hired autos 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 casements 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

bc 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    day of   , 2023.

**ANDERSON COUNTY, KENTUCKY**

Signature:

\_\_\_\_\_

Name/Title:

Cathy 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: \_\_\_\_\_

**AGREEMENT – HAMMOND CREEK RD**

A MOTION WAS MADE BY JURETTA WELLS, SECONDED BY MIKE RILEY TO APPROVE THE AGREEMENT FOR THE HAMMOND CREEK RD PROJECT IN THE AMOUNT OF \$300,034. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

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**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

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WHEREAS, any cost in excess of the reimbursement funding (S300,034) 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 S300,034 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 S300,034 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 S300,034 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 S300,034 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**.



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

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

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, 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

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

13. 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.

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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

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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 Giffon  
Judge/Executive

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

DATE: 10-3-2023

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

APPROVED AS TO FORM & LEGALITY

DocuSigned by  
  
\_\_\_\_\_  
Todd Shipp  
Office of Legal Services

DATE: 9/18/2023

**RESOLUTION – HAMMOND CREEK RD**

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY DAVID MONTGOMERY TO APPROVE THE RESOLUTION FOR THE HAMMOND CREEK RD PROJECT. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**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

**SEPTEMBER 2023 ADVALOREM TAXES – COUNTY CLERK**

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DEAN DURR TO ACCEPT A CHECK FROM THE COUNTY CLERK IN THE AMOUNT OF \$22,332.66 FOR SEPTEMBER 2023 ADVALOREM TAXES. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**THIRD QUARTER 2023 DEED TRANSFER TAXES – COUNTY CLERK**

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY DAVID MONTGOMERY TO ACCEPT A CHECK FROM THE COUNTY CLERK IN THE AMOUNT OF \$29,442.87 FOR THIRD QUARTER 2023 DEED TRANSFER TAXES. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**SEPTEMBER 2023 DELINQUENT TAXES – COUNTY CLERK**

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DAVID MONTGOMERY TO ACCEPT A CHECK FROM THE COUNTY CLERK IN THE AMOUNT OF \$51.58 FOR SEPTEMBER 2023 DELINQUENT TAXES. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**SEPTEMBER 2023 STORAGE FEES – COUNTY CLERK**

A MOTION WAS MADE BY MIKE RILEY, JURETTA WELLS TO ACCEPT A CHECK FROM THE COUNTY CLERK IN THE AMOUNT OF \$3,750 FOR SEPTEMBER 2023 STORAGE FEES. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**SECURITY FOR VOTE CENTERS**

A MOTION WAS MADE BY JURETTA WELLS, SECONDED BY DEAN DURR TO APPROVE PAY FOR SECURITY DETAIL AT THE VOTE CENTERS. VOTING YES WERE MIKE RILEY, JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MOTION PASSED 6-0.

**BILLS LIST AND ADDENDUM C**

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

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Bill List  
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Source Name	Memo	Account	Paid Amount
<b><u>A &amp; J Tire</u></b>			
A & J Tire	P.O.# 60878	5904 · Jail Vehicle Repair & Maint.	69.02
Total A & J Tire			69.02
<b><u>ACHS 7th Grade Girls Basketball</u></b>			
ACHS 7th Grade Girls Basketball	P.O.# 60896	5069 · Litter Abatement	951.70
Total ACHS 7th Grade Girls Basketball			951.70
<b><u>ACHS 8th grade girls basketball</u></b>			
ACHS 8th grade girls basketball	P.O.# 60838	5069 · Litter Abatement	973.10
Total ACHS 8th grade girls basketball			973.10
<b><u>Alrgas</u></b>			
Alrgas	P.O. # 60779	5201 · Medical Supplies - Dispos...	2,374.84
Total Alrgas			2,374.84
<b><u>Amazon Capital Services</u></b>			
Amazon Capital Services	P.O. # 60780	5309 · EMS Vehicle Maint. & Re...	1,234.29
Amazon Capital Services	P.O. # 60781	5310 · EMS Bldg. Maint. & Repair	138.57
Total Amazon Capital Services			1,372.86
<b><u>Anderson County Planning Commission</u></b>			
Anderson County Planning Commission	Quarterly Funding	5134 · Matching Share, Planning...	3,025.00
Anderson County Planning Commission	Quarterly Funding	5132 · Planning Advisor	1,000.00
Total Anderson County Planning Commission			4,025.00
<b><u>Anderson County Senior Citizens</u></b>			
Anderson County Senior Citizens	Quarterly Payment	5480 · Senior Citizens Program	8,628.75
Total Anderson County Senior Citizens			8,628.75
<b><u>Anderson County Sheriff</u></b>			
Anderson County Sheriff	P.O.# 60843	5907 · Prisoner Transport - Sheriff	315.10
Total Anderson County Sheriff			315.10
<b><u>Anderson County Soil Conservation</u></b>			
Anderson County Soil Conservation	Quarterly Funding	5470 · Soil Conservation District	11,847.50
Total Anderson County Soil Conservation			11,847.50
<b><u>Anderson County Tourism Commission</u></b>			
Anderson County Tourism Commission		6503 · Tourism Program Support	12,500.00
Total Anderson County Tourism Commission			12,500.00
<b><u>AWG</u></b>			
AWG	P.O. # 60797	5814 · Road Garage Supplies	59.47
Total AWG			59.47
<b><u>Bates Security</u></b>			
Bates Security	P.O.# 60837	5602 · Road Bldg. Maintenance	75.50
Total Bates Security			75.50
<b><u>Bill Curtsinger</u></b>			
Bill Curtsinger	Nextel Reimb	5917 · Employee Nextel Reimbur...	10.00
Total Bill Curtsinger			10.00

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Source Name	Memo	Account	Paid Amount
<b><u>Blue Ridge Office</u></b>			
Blue Ridge Office	P.O.# 60830	5146 · Office Supplies	255.52
Total Blue Ridge Office			255.52
<b><u>Canon Financial Services, Inc.</u></b>			
Canon Financial Services, Inc.	P.O.# 60833	5144 · Copier Lease - Annax	13.75
Total Canon Financial Services, Inc.			13.75
<b><u>Cintas</u></b>			
Cintas	P.O.# 60820	5814 · Road Garage Supplies	183.50
Cintas	P.O.# 60890	5814 · Road Garage Supplies	183.50
Total Cintas			367.00
<b><u>CLIA Laboratory Program</u></b>			
CLIA Laboratory Program	P.O.# 60784	5301 · EMS Membership Dues	180.00
Total CLIA Laboratory Program			180.00
<b><u>Compton's Window Tinting</u></b>			
Compton's Window Tinting	P.O.# 60882	5489 · Park Building's Maint.	577.70
Total Compton's Window Tinting			577.70
<b><u>David Montgomery (exp)</u></b>			
David Montgomery (exp)		5053 · Magistrate Expenses	150.00
Total David Montgomery (exp)			150.00
<b><u>Dean Durr (exp)</u></b>			
Dean Durr (exp)		5053 · Magistrate Expenses	150.00
Total Dean Durr (exp)			150.00
<b><u>Don Peach Insurance</u></b>			
Don Peach Insurance	P.O.# 60876	5521 · Insurance and Bonds	100.00
Don Peach Insurance	P.O.# 60875	5521 · Insurance and Bonds	340.00
Total Don Peach Insurance			440.00
<b><u>Emergency Medical Products</u></b>			
Emergency Medical Products	P.O.# 60785	5201 · Medical Supplies - Dispos...	440.47
Total Emergency Medical Products			440.47
<b><u>Freedom Tactical</u></b>			
Freedom Tactical	P.O.# 60786	5316 · EMS Uniforms	150.00
Total Freedom Tactical			150.00
<b><u>Garrett-Franklin Electric</u></b>			
Garrett-Franklin Electric	P.O.# 60872	5024 · County Clerk Building Ra...	2,900.00
Total Garrett-Franklin Electric			2,900.00
<b><u>Global Supply &amp; Floor Equipment</u></b>			
Global Supply & Floor Equipment	P.O.# 60884	5161 · Custodial Supplies - Cour...	459.25
Total Global Supply & Floor Equipment			459.25
<b><u>Gold Medal</u></b>			
Gold Medal	P.O.# 60877	5502 · Park Concessions	118.85
Gold Medal	P.O.# 60831	5502 · Park Concessions	325.75
Total Gold Medal			444.60

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**Bill List**  
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Source Name	Memo	Account	Paid Amount
<b><u>Harp Enterprise</u></b>			
Harp Enterprise	P.O.# 60873	5123 - Election Printing & Adverti...	203.00
Harp Enterprise	P.O.# 60821	5123 - Election Printing & Adverti...	1,110.00
Total Harp Enterprise			1,313.00
<b><u>Heidelberg Materials Midwest Agg. Inc</u></b>			
Heidelberg Materials Midwest Agg. Inc	P.O.# Various	5613 - Chip Seal Maintenance (S...	1,231.05
Heidelberg Materials Midwest Agg. Inc	P.O.# Various	5813 - Chip Seal Maintenance (S...	754.85
Total Heidelberg Materials Midwest Agg. Inc			1,985.90
<b><u>Hinkle Environmental Services</u></b>			
Hinkle Environmental Services	P.O.# 60889	5073 - Guardrails	261,268.35
Total Hinkle Environmental Services			261,268.35
<b><u>Hyatt Plumbing &amp; HVAC</u></b>			
Hyatt Plumbing & HVAC	P.O.# 60787	5310 - EMS Bldg. Maint. & Repair	110.00
Total Hyatt Plumbing & HVAC			110.00
<b><u>Jason Denny (County Clerk)</u></b>			
Jason Denny (County Clerk)	Expense	5020 - Clerk of the Fiscal Court	497.16
Total Jason Denny (County Clerk)			497.16
<b><u>Joe Milam, Sheriff</u></b>			
Joe Milam, Sheriff	Monthly Funding	5031 - Sheriff Program Support	10,094.82
Total Joe Milam, Sheriff			10,094.82
<b><u>Juretta Wells (exp)</u></b>			
Juretta Wells (exp)		5053 - Magistrate Expenses	150.00
Total Juretta Wells (exp)			150.00
<b><u>Kaco</u></b>			
Kaco	P.O. # 60819	5054 - Meeting Expenses/Training	700.00
Total Kaco			700.00
<b><u>Kaco All Line Fund</u></b>			
Kaco All Line Fund	P.O. # 60883	5194 - P&Z Commission E&O Ins	158.21
Total Kaco All Line Fund			158.21
<b><u>KACO Leasing Trust-County Clerk Office-#2</u></b>			
KACO Leasing Trust-County Clerk Office-#2	P.O.# 60847	6026 - County Clerk Office-Serie...	1,936.46
Total KACO Leasing Trust-County Clerk Office-#2			1,936.46
<b><u>Kaco Leasing Trust-Sheriff BACH#41</u></b>			
Kaco Leasing Trust-Sheriff BACH#41	P.O.# 60868	5039 - Sheriff Bldg Loan-C Bonds	5,866.08
Total Kaco Leasing Trust-Sheriff BACH#41			5,866.08
<b><u>Kaco Leasing Trust-Sheriff's - 2011 C</u></b>			
Kaco Leasing Trust-Sheriff's - 2011 C	P.O. # 60846	5039 - Sheriff Bldg Loan-C Bonds	2,404.16
Total Kaco Leasing Trust-Sheriff's - 2011 C			2,404.16
<b><u>Kaco Leasing Trust - AEMS #40</u></b>			
Kaco Leasing Trust - AEMS #40	P.O.# 60851	5311 - Ambulance Payments-31...	4,055.92
Total Kaco Leasing Trust - AEMS #40			4,055.92

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<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<b><u>KACO Leasing Trust - Heart Monitors</u></b>			
KACO Leasing Trust - Heart Monitors	#32 Heart Monitors	5313 · Equipment Lease/Purchase	2,498.75
Total KACO Leasing Trust - Heart Monitors			2,498.75
<b><u>Kaco Leasing Trust - Voting Machines</u></b>			
Kaco Leasing Trust - Voting Machines	P.O.# 60849	6028 · Voting Machine Lease Pa...	3,234.03
Total Kaco Leasing Trust - Voting Machines			3,234.03
<b><u>Kaco Leasing Trust -Coroner Van</u></b>			
Kaco Leasing Trust -Coroner Van	P.O. # 60850	5047 · Coroner Vehicle Lease P...	1,127.26
Total Kaco Leasing Trust -Coroner Van			1,127.26
<b><u>Kenneth Barnett (exp)</u></b>			
Kenneth Barnett (exp)		5053 · Magistrate Expenses	150.00
Total Kenneth Barnett (exp)			150.00
<b><u>KNOWink</u></b>			
KNOWink	P.O.# 60836	6025 · Equipment Purchase	405.00
KNOWink	P.O.# 60893	6025 · Equipment Purchase	780.00
Total KNOWink			1,185.00
<b><u>KY State Treasurer</u></b>			
KY State Treasurer	P.O. # 60880	5520 · Audit Services	1,549.87
Total KY State Treasurer			1,549.87
<b><u>Lexington Urgent Care</u></b>			
Lexington Urgent Care	P.O.# 60852	5201 · Medical Supplies - Dispos...	75.00
Total Lexington Urgent Care			75.00
<b><u>Life Assist</u></b>			
Life Assist	P.O.# 60853	5201 · Medical Supplies - Dispos...	189.36
Total Life Assist			189.36
<b><u>Lil' Jack's</u></b>			
Lil' Jack's	P.O.# 60887	5504 · Park Supplies and Equip...	100.00
Total Lil' Jack's			100.00
<b><u>Linda Curtsinger</u></b>			
Linda Curtsinger		5915 · Jail Nextel Phones	10.00
Total Linda Curtsinger			10.00
<b><u>Mark A. Sloan</u></b>			
Mark A. Sloan	Medical Director	5200 · Medical Director	1,000.00
Total Mark A. Sloan			1,000.00
<b><u>McGregor &amp; Associates</u></b>			
McGregor & Associates	P.O.# 60844	5543 · Health Insurance	200.00
Total McGregor & Associates			200.00
<b><u>Mike Riley (Exp)</u></b>			
Mike Riley (Exp)	Magistrate Expense Check	5053 · Magistrate Expenses	150.00
Total Mike Riley (Exp)			150.00
<b><u>Nursing Home Ombudsman</u></b>			
Nursing Home Ombudsman	Quarterly Funding	5462 · Nursing Home Ombudsman	125.00
Total Nursing Home Ombudsman			125.00



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Source Name	Memo	Account	Paid Amount
<b><u>Orbray Gritton</u></b>			
Orbray Gritton	Travel Reimbursement	5008 - Judge Expense Allowance	300.00
Total Orbray Gritton			300.00
<b><u>Robert Wiedo (exp)</u></b>			
Robert Wiedo (exp)		5012 - Co. Attorney Office Allow...	400.00
Total Robert Wiedo (exp)			400.00
<b><u>Rodney Durr</u></b>			
Rodney Durr		5053 - Magistrate Expenses	150.00
Total Rodney Durr			150.00
<b><u>Schiller</u></b>			
Schiller	P.O.# 60580	5024 - County Clerk Building Re...	1,688.34
Total Schiller			1,688.34
<b><u>Shelby County Detention Center</u></b>			
Shelby County Detention Center	P.O.# 60842	5902 - Contracts with other Coun...	36,015.00
Total Shelby County Detention Center			36,015.00
<b><u>Southern Petroleum</u></b>			
Southern Petroleum	P.O.# 60871	5488 - Park Fuel	249.28
Southern Petroleum	P.O.# 60854	5312 - EMS Fuel	1,176.80
Southern Petroleum	P.O.# 60525	5488 - Park Fuel	831.24
Total Southern Petroleum			2,257.32
<b><u>Terry Duckwall.</u></b>			
Terry Duckwall.		5917 - Employee Nextel Reimbur...	10.00
Total Terry Duckwall.			10.00
<b><u>The Anderson News</u></b>			
The Anderson News	P.O.# 60824	5146 - Office Supplies	44.99
Total The Anderson News			44.99
<b><u>Toshiba Financial Services</u></b>			
Toshiba Financial Services	P.O.# 60823	5919 - Jail Copier Maint. Agreem...	230.57
Total Toshiba Financial Services			230.57
<b><u>W. Dudley Shryock (exp)</u></b>			
W. Dudley Shryock (exp)		5081 - Co. Treasurer Office Allo...	598.92
Total W. Dudley Shryock (exp)			598.92
<b><u>Zachary Cotton</u></b>			
Zachary Cotton	P.O.# 60818	5443 - Animal Shelter Uniforms	100.00
Total Zachary Cotton			100.00
<b>TOTAL</b>			<b>393,658.60</b>

**Anderson County Fiscal Court**  
**Bill List-Addendum C**  
October 6, 2023

Source Name	Memo	Account	Paid Amount
<b><u>A &amp; J Tire</u></b>			
A & J Tire	P.O.# 60897	5812 · Road Equipment Repairs	75.00
Total A & J Tire			75.00
<b><u>Ace Hardware</u></b>			
Ace Hardware	P.O.# Various	5504 · Park Supplies and Equi...	49.55
Ace Hardware	P.O.# Various	5504 · Park Supplies and Equi...	31.97
Ace Hardware	P.O.# Various	5504 · Park Supplies and Equi...	3.98
Total Ace Hardware			85.50
<b><u>Capital One</u></b>			
Capital One	P.O.# 60904	5201 · Medical Supplies - Disp...	10.82
Capital One	P.O.# 60904	5310 · EMS Bldg. Maint. & Re...	111.48
Capital One	P.O.# 60904	5316 · EMS Uniforms	22.98
Capital One	P.O.# 60904	5497 · Park Custodial Supplies	203.18
Capital One	P.O.# 60904	5072 · Office Supplies	244.77
Capital One	P.O.# 60904	5434 · Animal Shelter Supplies	86.86
Capital One	P.O.# 60904	5148 · Office Supplies	60.62
Capital One	P.O.# 60904	5453 · Solid Waste Supplies &...	229.87
Total Capital One			970.68
<b><u>Defense Pest Control</u></b>			
Defense Pest Control	P.O.# 60902	5142 · County Building Pest C...	70.00
Defense Pest Control	P.O.# 60902	5142 · County Building Pest C...	85.00
Defense Pest Control	P.O.# 60902	5499 · Park Building's Maint.	70.00
Defense Pest Control	P.O.# 60902	5310 · EMS Bldg. Maint. & Re...	65.00
Defense Pest Control	P.O.# 60902	5433 · Animal Shelter Mainten...	60.00
Defense Pest Control	P.O.# 60902	5433 · Animal Shelter Mainten...	60.00
Total Defense Pest Control			390.00
<b><u>Freightliner of Arizona</u></b>			
Freightliner of Arizona	P.O.# 60840	5617 · Road Parts	119.98
Total Freightliner of Arizona			119.98
<b><u>Hyatt Plumbing &amp; HVAC</u></b>			
Hyatt Plumbing & HVAC	P.O.# 60905	5024 · County Clerk Building ...	807.09
Total Hyatt Plumbing & HVAC			807.09
<b><u>Kentuckians for Better Transportation</u></b>			
Kentuckians for Better Transportation	P.O.# 60901	5052 · Association Dues	400.00
Total Kentuckians for Better Transportation			400.00
<b><u>Lowe's Home Improvement</u></b>			
Lowe's Home Improvement	P.O.# 60790	5622 · Road Tools	159.17
Total Lowe's Home Improvement			159.17
<b><u>Superior Hose &amp; Fitting</u></b>			
Superior Hose & Fitting	P.O.# 60898	5617 · Road Parts	444.04
Total Superior Hose & Fitting			444.04

**Anderson County Fiscal Court**  
**Bill List-Addendum C**  
 October 6, 2023

Source Name	Memo	Account	Paid Amount
<b><u>Wex Bank</u></b>			
Wex Bank	P.O.# 60899	5312 · EMS Fuel	875.38
Wex Bank	P.O.# 60899	5435 · Animal Shelter Fuel	514.32
Wex Bank	P.O.# 60899	5044 · Coroner Gasoline & Ma...	218.58
Wex Bank	P.O.# 60899	5903 · Jail Fuel	948.12
Wex Bank	P.O.# 60899	6014 · Maint. Vehicle Fuel	77.64
Wex Bank	P.O.# 60899	5615 · Road Fuel	4,440.14
Total Wex Bank			7,176.16
<b>TOTAL</b>			<b>10,827.82</b>

**BILLS LIST ADDENDUM A**

A MOTION WAS MADE BY MIKE RILEY, SECONDED BY JURETTA WELLS TO APPROVE BILLS LIST ADDENDUM A FOR MARY & MARTHA'S. VOTING YES WERE MIKE RILEY, 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  
October 4, 2023**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<u>Mary and Martha's Cleaning Service</u>			
Mary and Martha's Cleaning Service	P. O. # 60872	5140 - Courthouse Contract Cl...	1,985.00
Total Mary and Martha's Cleaning Service			1,985.00
<b>TOTAL</b>			<b>1,985.00</b>

**BILLS LIST ADDENDUM B.**

A MOTION WAS MADE BY KENNY BARNETT, SECONDED BY DEAN DURR TO APPROVE BILLS LIST ADDENDUM B FOR LAWRENCEBURG SUPPLY. VOTING YES WERE JURETTA WELLS, ORBREY GRITTON, DEAN DURR, DAVID MONTGOMERY, AND KENNY BARNETT. MIKE RILEY RECUSED. MOTION PASSED 5 YES – 1 RECUSE.

**Anderson County Fiscal Court  
Bill List-Addendum B  
October 5, 2023**

<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<u>Lawrenceburg Supply</u>			
Lawrenceburg Supply	P.O.# Various	5434 - Animal Shelter Supplies	144.27
Lawrenceburg Supply	P.O.# Various	5504 - Park Supplies and Equi...	10.36
Lawrenceburg Supply	P.O.# Various	5504 - Park Supplies and Equi...	361.08
Lawrenceburg Supply	P.O.# Various	6305 - Courthouse Fine Repairs	38.57
Lawrenceburg Supply	P.O.# Various	5453 - Solid Waste Supplies & ..	32.55
Lawrenceburg Supply	P.O.# Various	5434 - Animal Shelter Supplies	26.28
Total Lawrenceburg Supply			611.11
<b>TOTAL</b>			<b>611.11</b>

**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



# 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

## EXECUTIVE ORDER #2023-27

October 17, 2023

Rodney Durr  
District 1

Mike Riley  
District 2

Juretta Wells  
District 3

Dean Durr  
District 4

David Montgomery  
District 5

Kenny Barnett  
District 6

Pursuant to KRS 67.710(7) I, Orbrey Gritton, County Judge/Executive of Anderson County, do hereby promote/appoints Aubrey Bast as a Road Department employee at \$15.00 (effective October 18, 2023), Lawrenceburg, Kentucky, for Anderson County.

Said Position will be Full-time

Upon a motion by Magistrate \_\_\_\_\_, seconded by Magistrate \_\_\_\_\_, with yea and nay votes as follows, by the Anderson County Fiscal Court meeting on this 17<sup>th</sup> day of October, 2023, hereby approves this Executive Order.

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

\_\_\_\_\_  
ORBREY GRITTON  
County Judge/Executive

\_\_\_\_\_  
ATTEST: JASON DENNY  
Anderson County Court Clerk



# ANDERSON COUNTY SHERIFF'S OFFICE

Sheriff Joe Milam  
208 South Main Street  
Lawrenceburg, Kentucky 40342

October 9, 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 September 1, 2023 through September 30, 2023:

Waiting on Fee Claim \$10,074.46

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	\$1,065.00		
County	\$745.50		
S.O.	\$319.50		

\_\_\_\_\_  
Anderson County Judge/Executive

State of Kentucky  
County of Anderson

I, Jason Denny, Clerk of Anderson County, certify the foregoing report of Joe Milam, Sheriff of Anderson County was the \_\_\_\_ day of October, 2023 produced in open court, examined and approved by the Judge and filed and ordered to be recorded which is done with this certificate in my office.  
Witness my hand as Clerk of Anderson County this \_\_\_\_ day of October, 2023.

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



COMMONWEALTH OF KENTUCKY  
TASHA HELLARD, ANDERSON COUNTY JAILER

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

SEPTEMBER 2023 FISCAL COURT REPORT

There were 49 people arrested for the month of September with 87 total charges. This is 9 less than last month with 36 less charges. We currently have 47 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 26

Total number of inmates transported for Court 46

Total number of transports for the month 109

We used 261 gallons of fuel at a cost of \$917.44

Total inmate housing for the month from Shelby County \$44,590.00

Work release credit \$315.00

I collected \$514.63 from the state for transporting felony inmates.

AI's 2

DUI's 9

Felony Charges

Tbut or disp contents from vehicle \$1,000 <\$10,000 2

Theft by unlawful taking or disp controlled substance u/\$10,000 1

Theft of legend drug 1<sup>st</sup> offense or value u/\$300 1

Knowingly abuse/neglect of adult by person 1

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

Theft of legend drug 1<sup>st</sup> or value u/ \$300 1

Trafficking in a controlled substance 1<sup>st</sup> 3

Burglary 1<sup>st</sup> 1

Burglary 2<sup>nd</sup> 1

Wanton Endangerment 1 <sup>st</sup>	3
Terroristic threatening 2 <sup>nd</sup>	1
Tampering with physical evidence	1
Strangulation 2 <sup>nd</sup> degree	1
Assault 1 <sup>st</sup> degree	1
Probation Violation	1
Violation of Bond Condition	2

Individual Charges

Operating on suspended/revoked license 1 <sup>st</sup>	3
theft by unlawful taking or disposition all others	1
Knowingly pose as licensed nurse 1 <sup>st</sup>	1
Terroristic Threatening 3 <sup>rd</sup>	1
Assault 4 <sup>th</sup> degree dating violence (minor injury)	1
Assault 4 <sup>th</sup> (domestic violence) minor injury	3
Assault 4 <sup>th</sup> degree (no visible injury)	1
Assault 4 <sup>th</sup> degree (child abuse)	1
Violation of EPO/DVO	1
Public Intoxication	1
Disorderly conduct 1 <sup>st</sup>	1
Operating motor vehicle under influence 2 <sup>nd</sup>	2
Open container of alcohol in a motor vehicle	5
Possession of burglary tools	1
Possession of drug paraphernalia	1
Stalking 2 <sup>nd</sup> degree	1
Menacing	1
Possession of marijuana	1
Criminal mischief 3 <sup>rd</sup>	1



No Motorcycle/operator's license	3
Failure to notify address change to Department of Transportation	1

Traffic

* No registration plates	3
*No registration receipt	2
*Driving too fast for traffic conditions	1
*Following another vehicle too closely	1
*Careless driving	2
*Reckless driving	6
*Failure to produce insurance card	2
*Speeding over limit	1
* Disregarding stop sign	1
*Failure to improper signal	2
*Disregarding traffic light	1

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

These arrests were made by Lawrenceburg City Police, Anderson County 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: 10-1-23

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

Ending Mileage for the Month: 389216 | 356533 | 91503

Beginning Mileage for the Month: 389108 | 354767 | 89071

Miles driven for the Month: 108 | 1,766 | 2,432

Date:	Gallons/Costs	Mileage
1. 9-2-23	15 \$53.01	89158
2. 9-5-23	13 \$46.25	89379
3. 9-5-23	13 \$44.69	354767
4. 9-6-23	14 \$47.81	89630
5. 9-8-23	18 \$60.92	355053
6. 9-10-23	13 \$44.15	89849
7. 9-12-23	18 \$60.00	90177
8. 9-14-23	24 \$84.80	355435
9. 9-16-23	15 \$56.02	90427
10. 9-20-23	14 \$50.04	90679
11. 9-20-23	12 \$41.75	355616
12. 9-23-23	12 \$42.03	908732
13. 9-23-23	17 \$60.00	355891
14. 9-24-23	15 \$53.30	91126
15. 9-26-23	16 \$57.10	91422
Total fuel	<u>261</u>	Total Costs
		<u>\$917.44</u>
16. 9-27-23	10 \$37.20	356058
17. 9-28-23	22 \$78.37	356922