

**Five** from A-5

from people all over the country—proving, once again, no one appreciates a cheapskate.

The news is filled with doom and gloom, and we're all stuck in a repeated cycle of outrage. The left is likely planning to bark back in some way, and the courts remain clogged like arteries of dysfunction. As we endure

the world just trying to survive—as parents, workers, or members of a community—there is always someone out there doing their best. And sometimes, we're lucky enough to read about them, even if only for a moment.

Contact us at [news@cartercountytimes.com](mailto:news@cartercountytimes.com)

**Mixteco** from A-3

"I came here one day when everything was closed," he said.

There was no contact information that he could see, but not to be deterred, Delosantos wrote a letter and taped it to the door of the closed business.

"I thought if it's for me, then it's going to be," he said of taking that chance.

Months passed without hearing a response until finally, after waiting seven months he got a call.

"They called and asked if I was still interested in renting the building," Delosantos said.

"I was lucky, and so happy to get this location," he continued.

And after putting in all of the work of refurbishing the building, he said he hopes to do well there.

"I just hope everyone gives me a chance," he said. "We have good food, good prices, and good-sized portions. We are going to do the best we can to give our customers good fresh food, and make everyone happy. We want to stay forever and make a lot of friends, meet families, and make a lot of good memories."

Currently El Mixteco is open from 11 a.m. until 10 p.m. seven days a week. There is a happy hour from 2 until 6 p.m., with half priced beer and certain appetizers, including wings. The restaurant also serves wine, bourbon, whiskey, tequila, and other spirits. But the restaurant also maintains a friendly, family atmosphere.

"We want and pray to work hard and become part of the community," Delosantos said, adding that their goal is to treat everyone like family and become part of their customer's families as well.

Family supports one another, and the same is true of friends who become part of the extended family. Several people from Delosantos' other location came to the grand opening of the Grayson location and had a lot of good things to say about him and his family. Sonya Hall and Joey Hall came from Mount Sterling, Kentucky to support their 'family' in the new endeavor. The pair know Delosantos from 'way back' when he worked in someone else's restaurant.

"He was our waiter," Sonya Hall said. "And they (Delosantos and his family) became our family. He's just a good guy. And this was his dream. When he opened the one in Flemingsburg we followed him."

Hall was actually instrumental in helping him find out who owned the building there in Flemingsburg, but she was quick to say that everything else was all him.

"They worked hard and put in twelve-to-fifteen-hour days," Joey Hall said. "And after that one got established, he found another building," he laughed. "So, he put the same amount of work into

# CLASSIFIEDS

## PUBLIC NOTICES

**SECTION 001113  
ADVERTISEMENT**

Sealed bids for the **City of Olive Hill – Backup Raw Water Pump** for the City of Olive Hill, will be received at **City Hall** located at 225 Roger Patton Drive, Olive Hill, Kentucky 41164 until 2 p.m., Local Time **February 19, 2025** and then publicly opened and read aloud.

The program of work for which bids are to be submitted consists of the delivery of one (1) backup diesel powered pump that can operate at 600 GPM @ 315' TDH

The Contract Time allotted for the completion of this contract is sixty (90) consecutive calendar days.

Bluegrass Engineering, PLLC, 222 East Main Street, Suite 1, P.O. Box 1657, Georgetown, Kentucky  
Phone: 859-351-1714

City of Olive Hill, 225 Roger Patton Drive, Olive Hill, Kentucky 41164  
Phone: 606-286-5532

Copies of the Bid Form may be obtained from the **City of Olive Hill** located at **225 Roger Patton Drive, Olive Hill, Ky 41164**. Phone 606-286-5532.

All bids must be made on the required Bid Form and must be fully completed and executed with original signatures and corporate seals.

The contract is being funded by Cleaner Water Grant Funds.

Federal Prevailing Wage Rates DO NOT apply for this project.

Hearing impaired individuals may call 1-800-247-2510 for information.

No Bidder may withdraw his Bid within ninety (90) days after the actual date of bid opening.

Bidders on this work will be required to comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act. Bidders must comply with the President's Executive Orders No. 11246 and No. 11375 and any amendments or supplements to those Executive Orders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

Bidders must certify they do not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed, or national origin.

Minorities and small businesses are encouraged to submit bids on this project.

The Contract will be awarded on the basis of the low evaluated responsive, responsible, best and qualified bidder unless all bids are rejected.

The City of Olive Hill reserves the right to waive any bidding informalities and to reject any or all bids, for any reason deemed advisable by the City. The right is reserved by the Owner, in the exercise of its sole judgment to reject any or all Bids, and to re-advertise and award the Contract in the regular manner or to waive any informalities, irregularities, mistakes, errors, or omissions in any Bid received and to accept any Bid deemed to be responsive to this invitation and favorable to interests of the Owner.

The sealed bid for this project shall be clearly marked on the outside of the envelope: "Sealed Bid for **City of Olive Hill – Backup Raw Water Pump** for the City of Olive Hill". If Bids are to be mailed, they should be mailed to the City of Olive Hill, 225 Roger Patton Drive, Olive Hill, Kentucky 41164.

CITY OF OLIVE HILL  
Jerry Callihan, Mayor  
Advertisement Date: February 12, 2025

that one."  
"And the food is delicious," Joey added. "You might not know about it if you don't live near there, but you need to know about it. And I don't know what he does, because we have eaten Mexican food from Alaska to Florida. And this is the best we've eaten."

The pair also said they have always been impressed with how clean Delosantos' restaurant is, and always bright and cheerful.

Another of Delosantos' customers, Sam King, was

also on hand for the Grand Opening.

"I've been eating at his restaurant ever since he opened in Flemingsburg," King said. "Ain't no better people. Him and his family are the best, and you won't find any better. I've known people to drive thirty miles just to eat his food and spend time with him and his family. That shows how wonderful everyone thinks they are."

Contact the writer at [charles@cartercountytimes.com](mailto:charles@cartercountytimes.com)

**Troy's Law** from A-1

Carmack knows the dangers firsthand because both her ex-husband and current fiancé make their living as truck drivers. And Carmack said that she believes the instance which cost Troy Caldwell his life was the result of someone simply not paying attention. There is a chance, she said, that the use of the blue flashing lights might have made the driver of the semi pay more attention.

"We need to get those light on these trucks," Carmack said. "Every truck on that road needs to

be lit up like a Christmas tree. It's just that extra little bit that could prevent such a horrible accident as this man went through."

Carmack said she thinks the flashing lights on top of most emergency vehicles do help, but there needs to be more.

"People just see too many flashing lights these days," she said. "So, it's easy to ignore them or just not really notice them."

The addition of the blue lights, she said, might make people take notice where they might have been desensitized to other

emergency light indicators.

There are too many distractions, Carmack said, so there needs to be an increase in emergency warnings.

"One of the main things I have seen is people driving while using their cell phones," Carmack said. "If you're on the road while they are doing that, it's like someone has a gun to your head. And I don't know, but maybe the person who hit Troy Caldwell was distracted using a cell phone."

The rear facing blue lights might have been

enough to overcome whatever distraction might have been the cause of Caldwell's death, Carmack said. And whether it was negligence, distraction, or some other factor that caused the semi to not maintain the proper distance from the stationary wrecker, Carmack and many others believe rear facing blue lights might have made all the difference.

Contact the writer at [charles@cartercountytimes.com](mailto:charles@cartercountytimes.com)

## Lawmakers return to Frankfort for part two of session

Lawmakers returned to Frankfort on February 4 to resume the 2025 Regular Session and got right to work filing several bills, meeting with constituents, and attending committee meetings.

The biggest victory of the week was the Senate passage of legislation that will make Kentucky more competitive by lowering the state's individual income tax to 3.5 percent as of January 2026. This measure is the next step in the legislature's efforts to leave more money in the pockets of Kentuckians, empowering them to save, invest, and spend in ways that benefit their own communities. This measure not only helps Kentuckians, but also strengthens Kentucky's economic

competitiveness, making it an even more attractive place to work.

A lower income tax fosters growth, creates jobs, and ensures that our state remains on a path toward sustained prosperity.



**Patrick Flannery**  
Representative  
State of Kentucky

HB 1 continues the House Majority's efforts to eliminate the individual income tax entirely. In 2018, the General Assembly first acted to decrease the individual income tax rate from 6 percent to 5 percent, which resulted in historic economic growth, as well as record job creation and state revenue. Lawmakers passed legislation HB 8 22RS that lays the groundwork to eliminate the individual income tax entirely but includes preset triggers that must be met before the legislature

can move to decrease the tax in half a percentage point increments. These triggers essentially hold funding for state programs and agencies harmless. I am pleased to share that the bill was signed into law just a day after the House and Senate sent it to the Governor's desk. We were, of course, prepared to override another veto if necessary.

As session continues, I look forward to discussing the legislation we are working on, especially how it will help bring about change throughout the Commonwealth. I wanted to take some time to inform you about some of the bills passed out of committee.

Teacher Red Tape Reduction Act: Members of the House Education Committee approved HB 48, which would remove burdensome administrative

policies and standards that take a teacher's time away from the students in the classroom. This measure would standardize professional development schedules, reduce the frequency of summative evaluations, and remove unnecessary requirements set by the Kentucky Department of Education to give teachers more time to focus on instruction.

Landon's Law/Choking Safety in Schools: Another bill passed by committee this week was HB 44, also known as Landon's Law. The measure would require schools to train staff to use anti-choking devices if they have purchased the equipment. Qualified staff would also receive instruction on the proper technique of the Heimlich maneuver. The Center for Disease Control (CDC) recommends that schools have anti-choking de-

**PUBLIC NOTICE  
CITY OF GRAYSON  
ORDINANCE NO. 2024-03**

AN ORDINANCE OF THE CITY OF GRAYSON, KENTUCKY APPROVING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT WITH THE COMMERCIAL BANK OF GRAYSON A PRINCIPAL AMOUNT OF \$150,000 TO FINANCE A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF MUNICIPAL SIDEWALK IMPROVEMENTS; PROVIDING FOR THE PAYMENT AND SECURITY OF THE LEASE AND DEPOSITS TO A SINKING FUND; AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO THE LEASE; AND MAKING CERTAIN DESIGNATIONS REGARDING SUCH LEASE.

WHEREAS, the City of Grayson, Kentucky (the "City"), a municipal corporation and political subdivision of the Commonwealth of Kentucky (the "Commonwealth"), has determined and does hereby confirm that it is a public purpose of the City to acquire, construct, and install municipal sidewalk improvements within the jurisdictional boundaries of the City (the "Project"); and

WHEREAS, under the Constitution and laws of the Commonwealth of Kentucky, including, particularly, Sections 66.011 through 66.191, inclusive, of the Kentucky Revised Statutes, as amended (the "General Obligation Act"), and Section 65.940 et seq. of the Kentucky Revised Statutes (the "Governmental Leasing Act"), the City has the power to enter into a lease agreement with a third-party lender (the "Lease Agreement") to finance all or a portion of the costs of the Project and to pledge the full faith, credit, and taxing power of the City to secure the payment of the obligations of the City under the Lease; and

WHEREAS, the City desires to enter into a Lease Agreement with The Commercial Bank of Grayson, a banking corporation duly organized and existing under the laws of the Commonwealth (the "Lessor") to finance the Project under the General Obligation Act and the Governmental Leasing Act.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAYSON, KENTUCKY:

**Section 1. Affirmation of Preamble.** It is hereby found, determined, and declared that the facts, recitals, declarations, and definitions set forth in the preamble of this Ordinance are true and correct, and such facts, recitals, declarations, and definitions are hereby affirmed, adopted, and incorporated as a part of this Ordinance, and all acts described in the preamble of this Ordinance are hereby ratified.

**Section 2. Necessity, Authorization, and Purpose.** The City hereby declares that it is desirable and necessary to enter into, and hereby authorizes the execution and delivery of, a Lease Agreement by and between the City and the Lessor in the principal amount of \$150,000, for the purpose of (a) financing all or a portion of the costs of the Project; and (b) paying all or a portion of the closing costs associated with the Lease Agreement.

**Section 3. Form of the Lease Agreement; Terms.** The Lease Agreement shall state that it is entered into by the City under the authority of the General Obligation Act and the Governmental Leasing Act and shall be substantially in the form set forth in Exhibit A attached hereto. Principal owed under the lease shall accrue interest at a rate of 4.5% per annum. Interest and principal shall be paid as set forth in the Lease Agreement.

**Section 4. Execution and Delivery.** The Lease Agreement shall be executed by the manual or electronic signature of the Mayor and duly attested by the manual or electronic signature of the City Clerk (which, together with any other person as may be authorized by resolution or municipal order, are referred to herein as the "Designated Officers") and may have the seal of the City or a facsimile thereof affixed thereto. The Designated Officers of the City are hereby further authorized and directed (i) to deliver the Lease Agreement to the Lessor upon the terms and conditions provided in this Ordinance; (ii) to receive the proceeds of the Lease Agreement; and (iii) to execute and deliver such certificates and other closing documents and to take such other action as may be necessary or appropriate in order to effectuate the Lease Agreement.

**Section 5. General Obligation Pledge.** Under the Constitution of the Commonwealth, the General Obligation Act, and the Governmental Leasing Act, the obligation of the City created by the Lease Agreement shall be a full general obligation of the City and, for the payment of the Lease Payments (as defined in the Lease Agreement), the full faith, credit, and taxing power of the City are hereby pledged for the prompt payment thereof. During the period the Lease Agreement is outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the Lease Payments when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. The tax shall be and is hereby ordered computed, certified, levied, and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of the years are certified, extended, and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other taxes of the City are available for the payment of the Lease Payments and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other taxes so available and appropriated.

**Section 6. Sinking Fund.** There is hereby established, or it is acknowledged that there has heretofore been established, a sinking fund (the "Sinking Fund") with the City in accordance with the requirements of the General Obligation Act, which is hereby ordered to be continued and maintained as long as the Lease Agreement shall remain outstanding. The funds derived from the tax levy hereby required or other available taxes shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of all bonds issued under the General Obligation Act and tax supported leases, as defined in the General Obligation Act, including the Lease Agreement, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to the Lessor at the times and in the amounts required by the Lease Agreement.

**Section 7. Designation as Qualified Tax Exempt Obligation.** Under Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the "Code"), the City hereby specifically designates the Lease Agreement as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the City hereby represents that the City (including all "subordinate entities" of the City within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates that it will not issue in calendar year 2025, "qualified tax exempt obligations" in an amount greater than \$10,000,000.

**Section 8. Expectation Regarding the Lease Agreement.** The City, by the adoption of this Ordinance, certifies that it does not reasonably anticipate that less than 95% of the proceeds of the Lease Agreement will be used for "local government activities" of the City or that the aggregate face amount of all tax exempt bonds issued by the City during calendar year 2025 will exceed \$5,000,000.

**Section 9. Severability.** If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 10. Open Meetings Laws.** The City Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the City Council and that all deliberations of the City Council of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

**Section 11. Conflicts.** All ordinances, resolutions, orders, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

**Section 12. Effective Date.** This Ordinance shall take effect from and after its passage and publication of a summary thereof, as provided by law.

INTRODUCED, SECONDED, AND ADOPTED, at a duly convened meeting of the City Council of the City of Grayson, Kentucky, held on December 9th, 2024, after first reading held on December 5th, 2024, signed by the Mayor of the City, attested by the City Clerk, ordered published in summary form and filed and indexed as provided by law.

/s/ Troy Combs, Mayor

Attest:  
/s/ Dawnita Lewis, City Clerk

CERTIFICATE

I, the undersigned Clerk of the City of Grayson, Kentucky (the "City"), certify that the foregoing is a true copy of an ordinance adopted by the City Council of the City at a meeting of the City Council held on December 9, 2024. I further certify that all actions taken in connection with the Ordinance were in compliance with the requirements of KRS 61.810, 61.815, 61.820, and 61.823. and that the Ordinance is now in full force and effect, all as appears from the official records of the City in my custody and under my control.

Witness my hand as the City Clerk of the City this December 9, 2025

/s/ Dawnita Lewis, City Clerk

vices to improve student safety and comply with the American Disabilities Act (ADA). In addition, the anti-choking device manufacturer LifeVac provides schools with a free choking rescue device upon request. This device is registered and regulated by the Food and Drug Administration (FDA). Individual Liberty: HB 27 also passed committee

this week, which would clarify existing law on planned communities to prohibit all homeowner associations from banning political yard signs. The bill maintains the authority of associations to regulate size and duration of political yard signs, while primarily protecting the first amendment rights of homeowners.

See FRANKFORT on A-8